

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 117		
2. CONTRACT NO.		3. SOLICITATION NO. W91236-05-B-0006		4. TYPE OF SOLICITATION [X] SEALED BID (IFB) [] NEGOTIATED (RFP)		5. DATE ISSUED 15 Mar 2005		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY USA ENGINEER DISTRICT, NORFOLK CONTRACTING OFFICE 803 FRONT STREET NORFOLK VA 23510-1096 TEL: FAX: 757-441-7183				CODE W91236		8. ADDRESS OFFER TO (If other than Item 7) See Item 7 TEL: FAX:				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME CHARLOTTE G HOFSTETTER		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 757-201-7136		C. E-MAIL ADDRESS charlotte.g.hofstetter@usace.army.mil				
11. TABLE OF CONTENTS										
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OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)				
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY CODE				
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.										

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		1	Lump Sum		
	Base Year - Bid Schedule I FFP Mosquito Surveillance and Control For Craney Island Dredged Material Area, Portsmouth, VA (CLINS 0001 through 0013)				

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		1	Lump Sum		
OPTION	OPTION YEAR 1 - Bid Schedule II FFP Mosquito Surveillance and Control For Craney Island Dredged Material Area, Portsmouth, VA (CLINS 0014 through 0026)				

MAX
NET AMT

FOB: Destination

Base Bid-Schedule I:

Item No.	Supplies/Service	Quantity/Unit	Unit Price	Amount
0001	Monitor the Larva in the standing water at ten locations at Craney Island in the locations directed by the contracting Officer biweekly between 1 April and 30 September.	14 Days	_____	_____
0002	Monitor Adult Mosquitoes (quantity and species composition) with two CDC light traps baited with dry ice twice weekly between 1 April and 30 September.	104 Trap Nights	_____	_____
0003	Monitor Adult Mosquitoes (quantity and species composition) with two Gravid traps twice weekly between 1 April and 30 September.	104 Trap Nights	_____	_____
0004	Prepare and test samples of trapped mosquitoes for West Nile Virus using an antigen Panel Assay.	1 Each	_____	_____
0005	Adulticide the south perimeter road with Ultra low Volume(ULV) aerosols from a truck mounted dispensing machine, as a barrier treatment. The truck will dispense the equivalent of 5 ounces per minute of concentrated Dibrom and travel at a rate of 10 MPH. The 2-mile long south perimeter road will be sprayed once each week from 1 June to 30 September.	34 Miles	_____	_____
0006	Adulticide Ultra low Volume(ULV) aerosols from truck mounted dispensing machine, as a barrier treatment. The truck will dispense the equivalent of 5 ounces per minute of concentrated Dibrom and travel at a rate of 10 MPH. The areas of perimeter road of to receive treatment will be as directed Contracting Officer.	20 Miles	_____	_____
0007	Apply Bacillus thuringiensis (Bti) Briquettes in standing water at Craney Island where larva are detected and in locations directed by the Contracting Officer.	2,000 Each	_____	_____
0008	Apply Bacillus sphaericus (Bs) water soluble pouches in standing water at Craney Island in locations directed by the Contracting Officer.	200 Each	_____	_____

0009	Apply Altisoid XR Briquettes in standing water at Craney Island in locations directed by the Contracting Officer.	200 Each	_____	_____
0010	Adulticide the six spillboxes on the west side of Craney Island with Dibrom by a Hand Carried ULV/Fogger, as a barrier treatment. Dibrom will be applied once each week from June to 30 September.	17 Each	_____	_____
0011	Apply Bacillus thuringiensis (Bti) liquid in standing water at Craney Island in locations directed by the Contracting Officer.	50 pints	_____	_____
0012	Apply Bacillus sphaericus (Bs) liquid in standing water at Craney Island in locations directed by the Contracting Officer.	50 pints	_____	_____
0013	Apply Altisoid SR-20 liquid in standing water at Craney Island in locations directed by the Contracting Officer.	200 ounces	_____	_____
0014	Apply Altosid XRG in standing water in locations at Craney Island Fuel Terminal as directed by the Contracting Officer	300 pounds	_____	_____
Base Bid (CLINS 0001-0014)- Schedule I Total			_____	

Option Year 1 - Schedule II

Item No.	Supplies/Service	Quantity/Unit	Unit Price	Amount
0015	Monitor the Larva in the standing water at ten locations at Craney Island in the locations directed by the contracting Officer biweekly between 1 April and 30 September.	14 Days	_____	_____
0016	Monitor Adult Mosquitoes with two CDC light traps baited with dry ice twice weekly between 1 April and 30 September.	104 Trap Nights	_____	_____
0017	Monitor Adult Mosquitoes with two Gravid traps twice weekly between 1 April and 30 September.	104 Trap Nights	_____	_____
0018	Prepare and test samples of trapped mosquitoes for West Nile Virus using an antigen Panel Assay	1 Each	_____	_____
0019	Adulticide the south perimeter road with Ultra low Volume(ULV) aerosols from a truck mounted dispensing machine. The truck will dispense the equivalent of 5 ounces per minute of concentrated Dibrom and travel at a rate of 10 MPH. The 2-mile long south perimeter road will be sprayed once each week from 1 June to 30 September.	34 Miles	_____	_____
0020	Adulticide Ultra low Volume(ULV) aerosols from truck mounted dispensing machine. The truck will dispense the equivalent of 5 ounces per minute of concentrated Dibrom and travel at a rate of 10 MPH. The areas of perimeter road of to receive treatment will be as directed Contracting Officer.	12 Miles	_____	_____
0021	Apply Bacillus thuringiensis (Bti) Briquettes in standing water at Craney Island where larva are detected and in locations directed by the Contracting Officer.	2,000 Each	_____	_____
0023	Apply Bacillus sphaericus (Bs) water soluble pouches in standing water at Craney Island in locations directed by the Contracting Officer.	200 Each	_____	_____

0023	Apply Altisoid XR Briquettes in standing water at Craney Island in locations directed by the Contracting Officer.	200 Each	_____	_____
0024	Adulticide the six spillboxes on the west side of Craney Island with Dibrom by a Hand Carried ULV/Fogger. Dibrom will be applied once each week from 1 June to 30 September.	17 Each	_____	_____
0025	Apply Bacillus thuringiensis (Bti) liquid in standing water at Craney Island in locations directed by the Contracting Officer.	100 pounds	_____	_____
0026	Apply Bacillus sphaericus (Bs) liquid in standing water at Craney Island in locations directed by the Contracting Officer.	100 pounds	_____	_____
0027	Apply Altisoid SR-20 liquid in standing water at Craney Island in locations directed by the Contracting Officer.	200 ounces	_____	_____
0028	Apply Altosid XRG in standing water in locations at Craney Island Fuel Terminal as directed by the Contracting Officer	300 pounds	_____	_____

Option Year 1 (CLINS 0015- 0028) Schedule II Total _____

TOTAL BASE PLUS OPTION YEAR 1 - SCHEDULES I & II _____

Section C - Descriptions and Specifications

STATEMENT OF WORK

C.1 Contractor shall provide Mosquito Surveillance and Control at the Craney Island Dredged Material Area in Portsmouth, Virginia for the U.S. Army Engineer District, Norfolk, Virginia, and for the Craney Island Fuel Terminal in Portsmouth, Virginia for Commander, Navy Region Mid-Atlantic, Norfolk, VA in accordance with clauses, provisions, specification requirements, and attached documents in this solicitation.

C.2 Technical Point-of-Contact for the Craney Island Dredged Material Area in Portsmouth is Mr. Samuel McGee, U.S. Army Corps of Engineers, telephone number (757)484-1021.

C.3 Technical Point-of-Contact for the Craney Island Fuel Terminal in Portsmouth, VA for Commander, Navy Region Mid-Atlantic, Norfolk, VA is LT Jodi Sewell, telephone number (757)635-5437.

Section D - Packaging and Marking

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT \$	MAXIMUM QUANTITY	MAXIMUM AMOUNT \$
0001				

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

Section F - Deliveries or Performance

DELIVERIES AND PERFORMANCE

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	120 dys. ADC	1	OPERATIONS SUPPORT SECT THOMAS FRIBERG US ARMY ENGR DIST NORFOLK ATTN: CENAO-TS- NORFOLK VA 23510-1096 (757) 441-7645 FOB: Destination	

CLAUSES INCORPORATED BY FULL TEXT

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

____ Percent increase

____ Percent decrease

This increase or decrease shall apply to ____.

(End of clause)

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used,

supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.246-14 INSPECTION OF TRANSPORTATION (APR 1984)

The Government has the right to inspect and test the Contractor's services, facilities, and equipment at all reasonable times. The Contractor shall furnish Government representatives with the free access and reasonable facilities and assistance required to accomplish their inspections and tests.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

E4LC45

ORDERING

To clarify FAR Clause 52.216-18, ORDERING, the following shall apply:

A. Services for each delivery order may be requested either verbally or in writing. Letter requests for proposal will be issued by the Contracting Officer or his/her representative. Oral or telecommunication requests will be issued by the Contracting Officer or his/her representative. (See also "Emergency Issuance of Delivery Orders" in this contract section.) Any type of request for proposal shall not be interpreted as a Notice to Proceed with the work.

B. The Government request for proposal will delineate:

- (1) General Scope of Work;
- (2) Location of work;
- (3) Character and extent of services;
- (4) Technical requirements which supplement or complement those contained in Section C of this basic contract; and

(5) Time period(s) within which the work must be performed.

C. The contractor shall prepare an estimate of his time and costs to perform the work, and submit his proposal in writing to the Contracting Officer or his/her representative within ten (10) calendar days. Verbal proposals, when so requested and authorized, shall be directed only to the Contracting Officer. Itemized cost proposals shall strictly correspond to the units contained in Schedule B of this contract.

D. Each delivery order will be discussed by the Contractor and the Contracting Officer's representative, as necessary, to develop a mutual understanding of:

- (1) Type and scope of work to be accomplished, including accuracy criteria;
 - (2) End product required by the Contracting Officer;
 - (3) Commencement and completion dates required by the Contracting Officer;
 - (4) Existing site conditions, survey control, and other available data;
- and

(5) A fair and reasonable estimated cost to perform the work.

E. Time periods within which required work must be accomplished will be defined in each delivery order placed against the basic contract. Each delivery order will contain the agreed to Scope of Work, type(s) of service(s) to be performed, specific deliverable items, and the negotiated fixed-price cost for performing the work.

F. Emergency Issuance of Delivery Orders: For certain restricted type of work requiring expedited and immediate field support, the Contracting Officer or his/her representative may telephonically convey the Scope of Work and negotiate time and cost. Only the Contracting Officer may then issue a verbal order to proceed with the work.

Issuance of verbal requests for proposals and orders to proceed are restricted to projects involving critical construction measurement, payment, or acceptance survey support where delays in fielding such support would adversely impact construction progress, or survey support for emergency operations where delays in obtaining such support could be hazardous to life and property.

Section H - Special Contract Requirements

SPECIAL REQUIREMENTS

H.1 Special Requirements

The monitoring of larva will be performed using the methods and equipment described in the attached Integrated Pest Management Plan (IPM) for the Craney Island Dredged Material Management Plan (CIDMMA). The contractor shall submit a completed Larva Surveillance Data Form for each area dipped within 24 hours to the Facility Manager at the CIDMMA. Copies of this form are included in the IPM plan. The location of each dipped area will be determined by a GPS device that is accurate to within 10 meters and be reported on the form.

The monitoring of adult Mosquitoes with CDC light traps will be performed using the methods and equipment described in the IPM plan. This monitoring shall include a species analysis and quantity of each species trapped. The contractor shall submit a completed Surveillance Data Form for each area within 48 hours to the Facility Manager at the CIDMMA. Copies of this form are included in the IPM plan. The location of each trap will be determined by a GPS device that is accurate to within 10 meters and be reported on the form.

The monitoring of adult Mosquitoes with Gravid traps will be performed using the methods and equipment described in the IPM plan. The contractor shall submit a completed Surveillance Data Form for each area within 48 hours to the Facility Manager at the CIDMMA. Copies of this form are included in the IPM plan. The location of each trap will be determined by a GPS device that is accurate to within 10 meters and be reported on the form.

The contractor will prepare and test trapped mosquitoes for West Nile Virus when directed by the Contracting Officer. The test will be equivalent to VecTest West Nile Virus/Saint Louis Encephalitis Antigen Panel Assay by Medical Analysis Systems, Inc. The results will be submitted to the Facility Manager at CIDMMA within 24 hours of the test.

The contractor shall spray the southern perimeter road with Dibrom adulticide from a ULV truck mounted dispensing machine once each week as a barrier treatment between 1 June and 30 September. Application of any ground ULV material should be performed under the following conditions: wind speeds less than 16 kph (10 mph) and after sunset or before sunrise at temperatures of 15 to 28° C (60 to 82° F). The contractor will provide the CIDMMA Facility Manager with a report of the time sprayed, miles traveled and quantity of pesticide used within 24 hours of the treatment.

The contractor shall spray the perimeter road with Dibrom adulticide from a ULV truck mounted dispensing machine in locations directed by the Contracting Officer. Application of any ground ULV material should be performed under the following conditions: wind speeds less than 16 kph (10 mph) and after sunset or before sunrise at temperatures of 15 to 28° C (60 to 82° F). The contractor will provide the CIDMMA Facility Manager with a report of the time sprayed, miles traveled and quantity of pesticide used within 24 hours of the treatment.

The contractor will apply *Bacillus Thuringiensis* (Bti) Briquettes in standing water at Craney Island where larva are detected. The application rate will be 1 briquette per 100 square feet of standing water. The briquettes will be equivalent to Vectobac briquettes. The contractor will place additional briquettes in locations directed by the Contracting Officer. The contractor will provide the CIDMMA Facility Manager with a report of the number and location of the briquettes applied within 24 hours of the treatment.

The contractor will apply *Bacillus Sphaericus* (Bs) water-soluble pouches in standing water at Craney Island in locations directed by the Contracting Officer. The application rate will be 1 pouch per 50 square feet of standing water. The pouches will be equivalent to Vectolex WSP. The pouches will not be placed bodies of water larger than 2,000 square feet. The contractor will provide the CIDMMA Facility Manager with a report of the number and location of the pouches applied within 24 hours of the treatment.

The contractor will apply Altisoid XR briquettes, or approved equal, in standing water at Craney Island in locations directed by the Contracting Officer. The application rate will be 1 briquette per 100 square feet of standing water.

The contractor will provide the CIDMMA Facility Manager with a report of the number and location of the briquettes applied within 24 hours of the treatment.

The contractor shall spray the Craney Island spillboxes with Dibrom adulticide from a hand held ULV once each week as a barrier treatment between 1 June and 30 September. Application of any ground ULV material should be performed under the following conditions: wind speeds less than 16 kph (10 mph) and after sunset or before sunrise at temperatures of 15 to 28° C (60 to 82° F). The contractor will provide the CIDMMA Facility Manager with a report of the time sprayed, and quantity of pesticide used within 24 hours of the treatment.

The contractor will apply Altisoid SR-20 liquid, or approved equal, in standing water at Craney Island in locations directed by the Contracting Officer. The application rate will be 1 ounce per acre of standing water. The contractor will provide the CIDMMA Facility Manager with a report of the quantity and location of pesticide applied within 24 hours of the treatment.

The contractor will apply Altosid XRG granuals, or approved equal, in standing water at Craney Island Fuel Depot in locations directed by the Contracting Officer. The application rate will be 10 pounds per acre of standing water. The contractor will provide the CIDMMA Facility Manager with a report of the quantity and location of pesticide applied within 24 hours of the treatment.

The contractor will apply VectoBac 12AS liquid, or approved equal, in standing water at Craney Island in locations directed by the Contracting Officer. The application rate will be 16 ounces per acre of standing water. The contractor will provide the CIDMMA Facility Manager with a report of the quantity and location of pesticide applied within 24 hours of the treatment.

The contractor will apply Vectolex WDG liquid, or approved equal, in standing water at Craney Island in locations directed by the Contracting Officer. The application rate will be 16 ounces per acre of standing water. The contractor will provide the CIDMMA Facility Manager with a report of the quantity and location of pesticide applied within 24 hours of the treatment.

EXECUTION: The Contractor shall comply with the CIDMMA Integrated Pest Management (IPM) (SECTION J, Attachment 1) practices at all times. This is a planned program incorporating continuous monitoring, education, record keeping and communication to prevent pests and disease vectors from causing unacceptable damage to operations, people property, material or the environment. IPM uses targeted, effective, economical and environmentally sound methods including education, habitat modification, biological, cultural, mechanical, physical and regulatory controls, and where necessary, the judicious use of least hazardous chemical treatment.

H.2 SERVICE CONTRACT ACT-WAGE DETERMINATION

All work is considered service and is covered by Service Wage Rates. Wage Determination No. 9402543 REV (35) is provided under SECTION J as Attachment 2.

CLAUSES INCORPORATED BY FULL TEXT

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

E4LC CONSTR 04 EVIDENCE OF AUTHORITY TO SIGN OFFERS

Evidence of the authority of individuals signing offers to submit firm offers on behalf of the offeror is required except where the offer is signed, and shows that it is so signed, by: the President, Vice-President, or Secretary of an incorporated offeror; a partner in the case of a partnership; or the owner in the case of a sole proprietorship. Failure to submit with the offer satisfactory evidence of the authority of all other persons may be cause for rejection of the offer as invalid or nonresponsive.

E4LC CONSTR 12 REQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of performance under this contract, the following minimum insurance:

TYPE	AMOUNT
Workers Compensation	As required by State law
Employer's Liability	\$100,000 per person
General Liability	\$500,000 per occurrence
Motor Vehicle Liability	
(for each motor vehicle):	
Bodily injury or death	\$200,000 per person
	\$500,000 per occurrence
Property damage	\$20,000 per occurrence

Prior to commencement of work hereunder, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

- (i) The base fee established in the contract at the time of contract award;
- (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
- (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(f) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the in the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued **from date of award through one year thereafter plus one option period if exercised.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$100,000.00**;

(2) Any order for a combination of items in excess of **\$100,000.00**; or

(3) A series of orders from the same ordering office within **10 calendar days** that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **10 calendar days** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed

during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **the periods specified in each individual task order**.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor **within 30 calendar days prior to contract expiration**.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 calendar days prior to contract expiration**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend **at least 60 calendar days before the contract expires**. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **2 years**.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--
 - (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

52.222-3 CONVICT LABOR (JUN 2003)

- (a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.
- (b) The Contractor is not prohibited from employing persons--
 - (1) On parole or probation to work at paid employment during the term of their sentence;
 - (2) Who have been pardoned or who have served their terms; or
 - (3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--
 - (i) The worker is paid or is in an approved work training program on a voluntary basis;
 - (ii) Representatives of local union central bodies or similar labor union organizations have been consulted;
 - (iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award,

apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-29 NOTIFICATION OF VISA DENIAL (JIUN 2003)

It is a violation of Executive Order 11246 for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, on the basis that the individual's race, color, religion, sex, or national origin is not compatible with the policies of the country where or for whom the work will be performed (41 CFR 60-1.10). The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW., Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, or national origin of the employee or potential employee.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--
 - (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The

Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be

withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of

apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)

(a) Definitions. As used in this clause--

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of Section 701 of Executive Order 13101, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

(End of clause)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094.

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

52.225-1 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--SUPPLIES (JUN 2003)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated into an end product.

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means--

- (1) An unmanufactured end product mined or produced in the United States; or
- (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

End product means those articles, materials, or supplies to be acquired under the contract for public use.

Foreign end product means an end product other than a domestic end product.

United States means the 50 States, the District of Columbia and outlying areas.

(b) The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic end products for supplies acquired for use in the United States.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."

(End of clause)

52.225-3 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--ISRAELI TRADE ACT (JAN 2005)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into an end product.

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means--

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

End product means those articles, materials, or supplies to be acquired under the contract for public use..

End product of Australia, Canada, Chile, Mexico, or Singapore means an article that--

(1) Is wholly the growth, product, or manufacture of Australia, Canada, Chile, Mexico, or Singapore; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Australia, Canada, Chile, Mexico, or Singapore into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

Foreign end product means an end product other than a domestic end product.

Israeli end product means an article that--

(1) Is wholly the growth, product, or manufacture of Israel; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Israel into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Components of foreign origin. Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(c) Delivery of end products. The Contracting Officer has determined that FTAs (except the Morocco FTA) and the Israeli Trade Act apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only domestic end products except to the extent that, in its offer, it specified delivery of foreign end products in the provision entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate." If the Contractor specified in its offer that the Contractor would supply an end product of Australia, Canada, Chile, Mexico, or Singapore or an Israeli end product, then the Contractor shall supply an end product of Australia, Canada, Chile, Mexico, or Singapore, an Israeli end product or, at the Contractor's option, a domestic end product.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at [TerList1.html](http://www.treas.gov/ofac). More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.225-16 SANCTIONED EUROPEAN UNION COUNTRY SERVICES (FEB 2000)

(a) Definition. Sanctioned European Union member state, as used in this clause, means Austria, Belgium, Denmark, Finland, France, Ireland, Italy, Luxembourg, the Netherlands, Sweden, or the United Kingdom.

(b) The Contractor shall not perform services under this contract in a sanctioned European Union member state. This prohibition does not apply to subcontracts.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier

subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.227-3 PATENT INDEMNITY (APR 1984)

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.229-4 FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (APR 2003)

(a) As used in this clause--

"Contract date" means the effective date of this contract and, for any modification to this contract, the effective date of the modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed tax" means any new or increased Federal, State, or local tax or duty, or tax that was excluded on the contract date but whose exclusion was later revoked or amount of exemption reduced during the contract period, other than an excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax" means any amount of Federal, State, or local tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"Excepted tax" means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the Government.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) Unless otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed tax, or of any tax or duty specifically excluded from the contract price by a term or condition of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(d) The contract price shall be decreased by the amount of any after-relieved tax. The Government shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government for such taxes. The Government shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.

(e) The contract price shall be decreased by the amount of any Federal, State, or local tax, other than an excepted tax, that was included in the contract price and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to Federal, State, and local taxes and duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(h) The Government shall furnish evidence appropriate to establish exemption from any Federal, State, or local tax when (1) the Contractor requests such exemption and states in writing that it applies to a tax excluded from the contract price and (2) a reasonable basis exists to sustain the exemption.

(End of clause)

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check

is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not

a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-

month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004)

(a) Definitions.

"Commercial item", has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If

this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

- (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.
- (e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.
- (2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
- (3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.
- (f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than	(2)	(1) 50	(2)	25

award fee)				
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

- (1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
- (2) Same sharing arrangement as the contract's profit or fee adjustment formula.
- (3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value

engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is

received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(End of clause)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(g) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
CONTRACT-RELATED FELONIES (DEC 2004)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on this contract;

(2) On the board of directors of the Contractor;

(3) As a consultant, agent, or representative for the Contractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that the Contractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

- (1) Suspension or debarment;
 - (2) Cancellation of the contract at no cost to the Government; or
 - (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—
- (1) The person involved;
 - (2) The nature of the conviction and resultant sentence or punishment imposed;
 - (3) The reasons for the requested waiver; and
 - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (301) 809-4904.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--
- (1) The Contracting Officer has given prior written approval; or
 - (2) The information is otherwise in the public domain before the date of release.
- (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.
- (c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that

Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.225-7012 Preference for Certain Domestic Commodities (JUN 2004)

(a) Definitions. As used in this clause--

(1) Component means any item supplied to the Government as part of an end product or of another component.

(2) End product means supplies delivered under a line item of this contract.

(3) United States means the 50 States, the District of Columbia, and outlying areas.

(4) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

- (5) Woven silk or woven silk blends.
 - (6) Spun silk yarn for cartridge cloth.
 - (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
 - (8) Canvas products.
 - (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
 - (10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).
- (c) This clause does not apply--
- (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
 - (2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--
 - (i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;
 - (3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;
 - (4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;
 - (5) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or
 - (6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--
 - (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--
 - (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
 - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
 - (C) Upholstered seats (whether for household, office, or other use); and
 - (D) Parachutes (Federal Supply Class 1670); or
 - (ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract--

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.247-7004 INDEFINITE QUANTITIES - FIXED CHARGES. (DEC 1991)

The amount of work and services the Contractor may be ordered to furnish shall be the amount the Contracting Officer may order from time to time. In any event, the Government is obligated to compensate the Contractor the monthly lump sum specified in the Schedule entitled Fixed Charges, for each month or portion of a month the contract remains in effect.

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

Integrated Pest Management (IPM) Plan

**CRANEY ISLAND DREDGED MATERIAL
MANAGEMENT AREA**

MOSQUITO SURVEILLANCE & CONTROL



**Norfolk District, US Army Corps of Engineers
POC: Keith Lockwood, Operations Branch
Prepared: January 2005**

**CRANEY ISLAND DREDGED MATERIAL MANAGEMENT AREA
MOSQUITO SURVEILLANCE & CONTROL**

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**CRANEY ISLAND DREDGED MATERIAL MANAGEMENT AREA
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I. INTRODUCTION

This integrated pest management plan (IPM) provides an overview of the process that will be used to implement the mosquito surveillance and control of the Craney Island Dredged Material Management Area. This IPM is based on currently available information, and addresses the activities to be accomplished for mosquito surveillance and control.

Much of the information in this IPM is taken from the recent *Virginia Arbovirus Surveillance Response Plan* (2004) prepared by the Virginia Interagency Arbovirus Task Force.

II. LOCATION DESCRIPTION

The Craney Island Dredged Material Management Area (CIDMMA) was constructed on an area of open water adjacent to Craney Island in Portsmouth, Virginia. The placement area is approximately 2,500 acres in size and is subdivided into three containment areas. The Craney Island project also includes additional features such as a re-handling basin for unloading dump scows, and a wharf for the unloading of debris and solid dredged materials.

III. MOSQUITO SURVEILLANCE

An effective mosquito surveillance program provides an estimate of species abundance and distribution. Data collected is used to estimate risk levels, guide control operations, and evaluate various control methods.

The following objectives serve to obtain the necessary information about local mosquito populations:

- 1) Identifying the mosquito species that are present;
- 2) Identifying the mosquito species that are the cause of local citizen complaints, and determining whether they are important West Nile Virus (WNV) vector species;
- 3) Identifying and mapping mosquito breeding habitats for larval control purposes;
- 4) Defining the geographic area that needs to be treated to control adult mosquitoes;
- 5) Estimating the desired trigger threshold (population density) for initiating control;
- 6) Determining when local mosquito populations are at an appropriate developmental and/or behavioral stage to apply control measures;
- 7) Determining the effectiveness of local mosquito control measures;
- 8) Determining whether vector mosquito species are present in an area, and

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- whether they are infected by WNV and/or other arboviruses;
- 9) Determining the mosquito infection rate (MIR) for WNV or other arboviruses in a vector species population; and
 - 10) Determining the seasonal activity patterns of local mosquito species;

A. Surveillance Methods

Mosquito surveillance involves numerous different strategies and practices. A variety of different methods are used to trap mosquitoes in the field because different mosquito species have different behaviors and biology and cannot all be collected by the same method. For example, some mosquito species are readily caught in traps whereas other species are rarely collected in traps. Different types of traps are used for different species of mosquitoes. Also, larval mosquitoes occupy different environments than adult mosquitoes, so collection methods used for larvae are much different than those used for adults. For arboviral surveillance, appropriate species of adult mosquitoes should be collected, pooled and submitted to the laboratory for arboviral testing. Surveillance should be utilized for determination of arboviral risk as well as for planning, execution, and evaluation of control practices.

1. Larval Surveillance

Surveys of immature mosquitoes are an important aspect of the surveillance program, and for certain species, larval surveillance may be a more accurate measure of mosquito population density than adult trapping. Larval surveillance is essential for the appropriate targeting of larval control methods.

Larval surveillance should begin early in the season, even before adults are active to help identify the breeding sites of vector species so that larval control efforts can be targeted. Larval surveillance can be conducted as part of inspection and complaint investigation activities and is often done in conjunction with the application of larvicides for control. In areas where there is no baseline mosquito surveillance data, larval samples can be used to identify and map vector-breeding sites. This information can then be used to help in determining appropriate trap locations to monitor adult mosquito populations.

Larval surveillance requires the use of minimal and inexpensive equipment. Equipment should include: a long handled dipper; a small soup ladle (for dipping into tires or small holes); a small white, plastic or enamel pan (to dump dip samples into for close observation and detection of very small larvae); a turkey baster (for sample transfer); Whirl-pak® larval collection bags (for collection of larval samples); a tea strainer (used to pour off excess water to concentrate larval samples); and a shoulder bag (to carry equipment in). Larval surveillance may require the use of different dipping techniques depending on the target species and habitat (see Larval Surveillance Procedures, Attachment A). Accurate records should be kept of when and where larvae are collected (see Larval Surveillance Data Form, Attachment A).

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2. Adult Surveillance

Because it is the adult female mosquito that carries and transmits diseases, many surveillance techniques have been devised to collect adult female mosquitoes to monitor or record their activities. Techniques include the use of trapping, mechanical aspirators, and documentation of mosquito activity through citizen complaints. Trapping is widely used, but day-to-day success may be variable due to variation in environmental conditions such as wind, air temperature, rainfall, and trap location. Several different types of traps are used and each type is used to trap certain species of mosquitoes. There are also certain mosquito species that will not be attracted to traps and which must be collected by some alternative means.

It is often advisable to use several types of traps (e.g., gravid traps and CDC-light traps) at a single trap site to collect a representative sample of the species active at that location. Data on the trapped mosquitoes should be maintained to create a historical record of mosquito species found in association with different habitats. Trapped mosquitoes that have been identified can either be logged into a computerized mosquito database, or may be logged onto a paper data sheet for future data entry.

The most common trapping and adult collection and monitoring methods used include:

a. **Reiter gravid trap** - The Reiter gravid trap is designed to collect gravid mosquitoes and is among the most important mosquito traps used for WNV surveillance. Gravid mosquitoes are mosquitoes that are carrying eggs and are seeking a place to lay them. The gravid trap was originally developed for monitoring mosquitoes in the *Culex pipiens* complex for St. Louis Encephalitis surveillance. Gravid traps will also work for trapping several of the *Aedes* and *Ochlerotatus* species that breed in containers and may be important arbovirus vectors (e.g. WNV). Gravid traps are the most effective means of collecting *Culex pipiens* and *Cx. restuans* which are the most important “primary vectors” of WNV (primary vectors are those species responsible for transmitting WNV to the bird population). The container breeding *Ochlerotatus* and *Aedes* species captured in gravid traps include: the Asian tiger mosquito (*Aedes albopictus*), the Eastern tree-hole mosquito (*Ochlerotatus triseriatus*), and the newly introduced Asian rock-pool mosquito (*Oc. japonicus*). These species are potentially among the most important “bridge vectors” for WNV and LAC (bridge vectors are those species which can bite birds, and commonly bite humans or other mammals and serve as a bridge for the virus to move from bird to mammal). *Ae. albopictus* might also be an important EEE vector.

Gravid traps use a small electric fan, typically powered by a 6-volt lantern battery to suck up the mosquitoes that visit the bait container, and blow them into a collection bag. Gravid traps are baited with a tub of smelly infusion (tea or

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fermented brew) made from water and organic material (e.g. grass clippings, hay, dead leaves, yeast, pelleted rabbit chow, horse manure, etc.). When trapping *Culex* species it is best to use a bait infusion made from a recommended formula (see Attachment B for a formula used to make a highly effective gravid trap bait for *Culex* species). Gravid *Culex* mosquitoes are attracted to the smelly water infusion as a place to lay their eggs. There is a higher probability of collecting virus-infected mosquitoes in a gravid trap than in a light trap because gravid traps attract female mosquitoes that have already taken at least one blood meal and are ready to lay eggs. The species collected may vary by where the trap is set and/or what formula is used to make the infusion bait. Traps are best set under bushes, under porches, in tall grass, or out of the wind in areas close to where target vector species may be seeking a place to lay eggs. When trapping any mosquito species, gravid traps are best set sometime between 2:00 and 4:00 PM and collected the next day around 8:00 or 9:00 AM. Gravid traps collect live mosquitoes, and fresh specimens are preferred for arboviral testing; virus isolation by tissue culture works best in mosquitoes that have been dead for less than a day.

a. **CDC light trap (Attachment C)** - CDC light traps are one of the standard tools for adult mosquito surveillance. Like the gravid trap, this trap is very portable because it is lightweight and can be powered by a 6-volt lantern battery. The CDC light trap uses a small light source to attract and capture mosquitoes that are seeking a host for a blood meal. Unlike the gravid trap, a CDC type light trap attracts a relatively wide variety of species and because of this, is the best trap to use for identifying the species composition of a locality. The CDC light trap is highly effective for trapping and monitoring various species of floodwater and marsh mosquitoes, but may only be marginally or poorly attractive to other species including *Culex pipiens* which is more attracted to gravid traps. The CDC light trap is the best tool for monitoring *Culiseta melanura*, the primary vector for EEE, and for monitoring many of the important bridge vectors of WNV and EEE. Baiting the trap with CO₂ increases both the number of mosquitoes and range of species collected, as compared to traps using light as the sole attractant. Use of CO₂ to bait the trap requires a supply of dry ice, or canisters of compressed CO₂; a trap baited with CO₂ may require 2-3 pounds of dry ice or compressed gas per night. Mosquitoes are trapped live, and this feature helps maintain the freshness of mosquito specimens that are being tested for arboviruses. CDC light traps use only a small light source that attracts relatively few non-mosquito, insect species such as beetles and moths. It is best not to trap non-mosquito species because they make sorting and identification a lot of work, and/or damage the trapped mosquitoes. The CDC light trap collects mosquitoes that are mostly undamaged and this makes them easier to identify.

b. **New Jersey light trap (Attachment D)** - This trap has historically been a major component of mosquito abatement programs, but is not very useful for arboviral surveillance. These traps use a 25-watt light bulb as an attractant, and a fan draws the insects into a collection jar, which is usually equipped with a

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vapona strip as a killing agent. One disadvantage of New Jersey light traps is that they are large and heavy, and require standard electrical current. That limits trap placement to locations where there is availability of electricity. Another disadvantage is that many large, non-mosquito insects are attracted to the light bulb used in the New Jersey trap, and these larger insects often damage the collected mosquito specimens badly enough that identification is impossible. Unidentifiable, dead specimens are not useful for arboviral testing. Two important target species for WNV surveillance (*Culex pipiens* and *Aedes vexans*) are attracted to New Jersey traps, and in areas where these species are the predominant mosquito, a New Jersey light trap can be used to monitor their relative population density over time. New Jersey traps are best used in areas where only a few predominant species occur (e.g., near a salt marsh). In such locations the collected species do not need to be identified and the trap catches only need to be counted to provide relative mosquito numbers, from week to week as a means of directing adult mosquito control activities. The Craney Island Dredged Material Management Area would be a good location for this type of trap.

c. **Mechanical Aspirators** - Powered aspirators are useful tools for collecting adult mosquitoes. Some species of mosquitoes (e.g., certain species in the *Anopheles* and *Culex* genus) do not readily come to traps and aspirating them from their resting areas is the only way to collect them in significant numbers. Aspiration is the best way to collect *Anopheles* mosquito species involved in malaria transmission. All mosquito species rest after taking a blood meal and the only way to capture certain mosquito species while they are blood-fed or gravid is to seek out their resting shelters and aspirate them. Blood-fed or gravid mosquitoes are more likely to be infected with an arbovirus such as WNV or EEE. Mosquito resting places include: foliage of certain plants; building walls, ceilings and eaves; the undersides of bridges; the insides of hollow trees and logs; rodent burrows; and the insides of culverts or sewer pipes. Mosquitoes can also be collected with aspirators when they enter vehicles, or swarm around personnel during trap setting activities. Power aspirators range in size from small hand-held, battery powered units to larger battery or gasoline powered backpack units.

e. **Citizen Complaints** - If the public is informed about whom to call, citizen complaints about adult mosquito activity, or about potential breeding habitats are useful for mosquito surveillance. Maintaining records of citizen complaints, can contribute toward identification and mapping mosquito problem areas. Citizen complaints can be useful when establishing a new surveillance program in an area where the mosquito breeding habitats and/or areas affected by adult mosquito activity have not yet been identified. Citizen complaints can be mapped as points on a map, and clusters of points will indicate a persistent problem area. Complaints can also be investigated through visitation and direct observation, trapping and/or aspiration of adult mosquitoes and larval dipping in identified habitats.

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A sizable portion of citizen complaints are unfounded or misidentify the source of the mosquitoes, so it may take a person with some knowledge of mosquito biology to question the complainant and get the complete and pertinent facts. Obtaining detailed information from the caller (e.g., what time the mosquitoes were active, whether they were biting or not, what their biting behavior was, how large the mosquitoes were, what the mosquitoes looked like, whether there are any suspected breeding grounds near by, etc.) will help screen complaints and avoid unnecessary visitations/investigations. For example, adult mosquitoes are relatively small and are generally difficult to observe, so people do not normally notice them unless they are biting or trying to bite. There are thousands of small flying insects species that might be mistaken for mosquitoes, so if the insects noticed by the complainant were not trying to bite or biting, it is probably unlikely that they were mosquitoes. Questioning the complainant about the time of day mosquitoes were biting is a useful screening tool. For example, Asian tiger mosquitoes are one of relatively few mosquito species that bite during the daytime (daylight hours) and because most complaints in Virginia are related to Asian tiger mosquito activity, determining that the mosquitoes are biting during daylight hours will indicate that the problem mosquitoes are most probably Asian tiger mosquitoes. Also, Asian tiger mosquitoes only breed in containers (not in puddles or ground pools) and because they generally do not move far, they probably have originated from a container on the complainants property, or from one that is on a neighbor's property. Therefore, if the complainant is indicating that the mosquitoes are biting during the daylight hours and that they originate from a nearby pond or ditch, the person taking the complaint will know that the identified habitats are an unlikely source.

3. Mapping and Analysis of Mosquito Surveillance Data

Surveillance activities should include locating mosquito breeding habitats and defining the geographic range (area) affected by adult mosquitoes from an identified habitat. Habitats and areas of adult activity can be marked on paper maps and used for reference when planning control activities. The use of Global Positioning System (GPS) devices is recommended for accurate mapping, and is indispensable for mapping with computer based Geographic Information Systems (GIS) software. Use of GIS requires good surveillance data management. GIS mapping allows the incorporation of many map layers that include such information as: road layout, jurisdictional boundaries, human population density, aquatic and/or wetland habitat types, topography, aerial photography indicating vegetation zones, etc. These many map features can aid in the analysis of mosquito data, or in the planning of control programs.

4. Virus Testing of Adult Mosquitoes

It is not appropriate to submit all mosquito species for arboviral testing. Surveillance programs should concentrate on trapping and submitting approved

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vector species for testing (see approved list, Attachment E). Collected mosquitoes should be pooled for testing. Pools of most approved mosquito species consist of 25 to 50 individual mosquitoes of the same species from the same location and collection date. Certain important vector species may be submitted in pools of as few as 10 mosquitoes. The labs will not test pools containing fewer than 10 mosquitoes unless the submitter has obtained prior approval to submit them. Approval can be obtained by contacting Dr. David Gaines, (Public Health Entomologist, VDH-Office of Epidemiology, Tel. [804] 864-8141; david.gaines@vdh.virginia.gov), and/or by contacting personnel in charge of testing at the laboratories (see Attachment E).

Pooled mosquitoes should be accurately identified and grouped by species, site, and week of collection. Pooled mosquitoes should either be sent to the Norfolk Department of Public Health Laboratory (NDPHL) or to the State Division of Consolidated Laboratory Services (DCLS) laboratory in Richmond for testing (see Attachment F). It is best if pools are frozen until shipment or delivery to the laboratory, and shipped in insulated containers packed with dry ice. Target species for laboratory submission vary by disease/pathogen of concern. For WNV, 19 species are currently tested, and seven species are given priority for testing. For EEE, 14 species are tested and four are given priority. For LAC, four species are tested and three are given priority. Within the *Culex* genus, *Cx. pipiens*, *Cx. salinarius*, *Cx. restuans*, and *Cx. erraticus* are tested. The mosquito *Culiseta melanura* is also tested. The *Aedes* species tested include *Aedes albopictus* (the Asian tiger mosquito) and *Ae. vexans*. *Ochlerotatus* species that breed in containers (i.e., *Oc. atropalpus*, *Oc. triseriatus*, and *Oc. japonicus*) are considered important to test. Several other salt marsh and floodwater *Ochlerotatus* species are also recommended for testing (see Attachment F). The *Culex* species and the *Culiseta melanura* mosquito might all act as important primary vectors (bird feeding species that amplify WNV in the bird population). All of the above species except *Cx. restuans* and *Cs. melanura* may also act as bridge vectors (species that can transmit WNV from birds to humans or other mammals). Except for *Cs. melanura*, and *Cx. erraticus*, all of the above listed species have been tested and proven to have WNV vector competence in laboratory trials. Field collected pools of each of the above listed species have tested positive for WNV in the United States. Early season pool submissions should concentrate on primary vector species involved in amplification of the virus in the bird population. Once WNV has been detected in the local bird or primary vector population, pooling and testing efforts should also concentrate on bridge vector species of mosquitoes.

B. Phased Surveillance Response Plan

The phased response plan provides recommended levels of surveillance activity during different times of the year.

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1. Level I - Winter weather, little or no adult mosquito activity present.

- **Larval surveillance:** Use maps, windshield surveys, and walking surveys or aerial surveillance to identify and map the locations of wet or flood prone areas, and other potential mosquito breeding habitats.
- **Adult surveillance:** Analyze previous year's surveillance records of mosquito activity to help determine future target locations for surveillance and control activities.

2. Level II - Early mosquito breeding season (April – May), adult mosquito activity present.

- **Larval surveillance:** Conduct larval dipping in suspected habitats to identify mosquito breeding areas.
- **Adult surveillance:** Conduct trapping and collections in suspected and identified problem areas to identify the species present and to monitor for vector species. Target surveillance to detect primary vector species (*Culex* species) by extensive use of gravid traps and CDC-light traps.

3. Level III - Early Summer thru Fall (June – October), mosquito larvae and adults present, potential WNV activity in region.

- **Larval surveillance:** Seek out mosquito habitats and conduct investigative larval dipping. Conduct weekly larval mosquito surveillance in identified breeding habitats.
- **Adult surveillance:** Use both gravid traps and CDC-light traps to detect primary vector species. Gravid traps are the best means of capturing *Cx. pipiens* or *Cx. restuans*, and CDC light traps are the best means of collecting the other potential primary vector species (*Cx. salinarius*, *Cx. erraticus* and *Cs. melanura*). If possible, conduct regularly scheduled (weekly) adult mosquito surveillance at identified problem areas using light traps and gravid traps. Also, focus attention on suspected important bridge vector species such as *Aedes albopictus*, *Ae. vexans*, *Ochlerotatus triseriatus* and *Oc. japonicus*. Submit pooled vector mosquito species to laboratory for testing.

IV. MOSQUITO CONTROL

The safest, most effective mosquito and arbovirus control programs are based on the practice of Integrated Pest Management (IPM). The basic theory behind IPM

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is to base control decisions such as target area, time of application, and control method on surveillance findings and knowledge of the pest, and to apply the best and most appropriate control method(s) or pesticide(s) for each situation. By employing a range of different control methods and pesticides, technicians can deal with various species of mosquitoes during all stages of their life cycle. IPM methodologies also decrease the development of pesticide resistance by minimizing reliance on any one type of pesticide/mode of action, and by minimizing the frequency and volume of application through appropriate targeting.

The way each IPM component is utilized should be tailored to best meet the public health needs. The application of pesticides for mosquito control should be based on surveillance data and knowledge of environmental conditions. To be effective, control activities must be directed towards the specific target mosquito species. Therefore, surveillance is necessary to identify local mosquito populations, and the specific biology and habits of the target mosquitoes must be well understood.

The Norfolk District will undertake water management projects on the CIDMMA where practicable. These projects should include drainage maintenance of ditches and other man-made structures that may collect temporary bodies of water, removal of artificial containers that may catch and hold rainwater, larvicidal treatments of habitats that cannot be drained, removed or otherwise changed, and the stocking of mosquito eating fish into certain habitats.

Adequate control of immature and adult mosquitoes may require the application of insecticides. The decision to initiate insecticide use should be based on an evaluation of its benefit(s). When choosing insecticides, preference should be given to effective products or chemicals that are least toxic to humans and the environment. Commercial applicators that apply insecticides for mosquito control must be certified in Public Health Pest Control (Category-8) in accordance with the *Virginia Administrative Code*, sections: 2VAC20-51-10 through 2VAC20-51-90 (Regulations Governing Pesticide Applicator Certification). These regulations are available through the VA General Assembly website [<http://legis.state.va.us/Laws/AdminCode.htm>].

A main goal of this IPM is to provide mosquito control guidelines for the reduction of mosquitoes at the Craney Island Dredged Material Management Area.

A. Source Reduction

The alteration or elimination of mosquito larval habitats is the most effective and economical method of providing long-term mosquito control. In salt marshes, ditch plugs and other water control structures should be removed or modified to permit daily tidal inundation to occur. The daily tidal exchange eliminates mosquito breeding and eventually restores the area to a productive salt marsh.

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Open Marsh Water Management, which includes the selective excavation of ponds, pond radials, and ditches, is effective in eliminating mosquito-breeding sites and providing permanent habitat for mosquito-eating fish.

Removal of *Phragmites australis*, common reed, is an effective way of reducing mosquito-breeding habitats. Application of herbicides is necessary to maintain areas where phragmites thrives. Mowing, burning, or mechanical removal alone only encourages the spread of this invasive plant. The approved herbicides for use at CIDMMA include Rodeo™ and Habitat™. These herbicides can be applied aerially, by truck, or backpack.

B. Natural Predators

Mosquito-breeding habitats may be stocked with fish, such as mosquito fish (ex *Gambusia holbrooki*), to control mosquito larvae. Habitats where fish may be used to control mosquitoes include storm water retention ponds and stagnant ditches. Other fish species, such as fathead minnows, freshwater killifish, and certain species of sunfish may also be used to control mosquito larvae and pupae. Care should be taken to avoid stocking mosquito fish into areas that harbor game fish, as many larva-eating fish will also feed on game fish fry.

C. Pesticides

Portsmouth residents should be provided accurate and precise advance information on when and where aerial pesticides will be applied so that citizens who wish to avoid exposure may take cover and/or take action to protect pets and domestic animals including managed honeybee colonies, and aquaculture projects. Among various methods of informing the public, such as the media, one of the easiest ways to provide this advance notice is to establish a telephone hotline, publicize its number and record daily updates. Broad scale, aerosol/fog insecticide applications that cover areas that have not been surveyed or determined to have active mosquitoes, are not in keeping with prudent IPM practices. Targeted, focused and limited aerosol/fog application should be based on sound, scientific surveillance indicators.

Pesticide application personnel, in particular, are at risk from direct toxic effects of insecticides, and proper precautions must always be taken when handling, mixing and applying pesticides. Equipment used for applying pesticides must be properly calibrated to dispense the pesticide according to label specifications. Whenever any pesticide is applied, the law requires that the directions outlined on the pesticide label be carefully followed. The relative risks (toxicity) associated with the currently approved mosquito control insecticides, both larvicides and adulticides, are discussed in the *Supplement to the Environmental Assessment for the Aerial Dispersal of Pesticide for Mosquito Control* (2005).

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MOSQUITO SURVEILLANCE & CONTROL**

1. Larvicides

Larval mosquito control targets immature mosquitoes in their aquatic habitat before they become flying, biting adults. In general, larval control is the most effective method of controlling some mosquito populations, has the least effect on non-target species, and is applied to the smallest area of the environment. For example, one can treat an acre of aquatic habitat to control mosquito larvae, but if one waits until the adults have emerged and dispersed, one may need to treat 500 acres to kill the adults that emerged from that acre of habitat. The Norfolk District may conduct their own larviciding activities, or contract with commercial pesticide applicators to conduct larviciding operations. Larvicides may be applied by hand, or with powered backpack mounted, vehicle mounted or aircraft mounted equipment. Aircraft application of larvicides is most practical when large areas of inaccessible terrain need to be treated quickly (i.e. containment cells). The larvicides that can be used for mosquito control at CIDMMA include the following:

- Bacterial larvicides, such as *Bacillus thuringiensis* var. *israelensis* (a toxin from a killed bacteria), and *Bacillus sphaericus* (a live bacterial spore) can be used successfully in a broad range of freshwater habitats, but are somewhat unpredictable in salt marsh habitats. *Bacillus thuringiensis* (**Bti**) based larvicides are sold in a variety of formulations (liquid, granule or briquet) under a wide variety of trade names such as: Mosquito Dunks®, VectoBac™, Aquabac™, Bti Briquets™. **Bti** based larvicides are quite effective against members of most mosquito genera, but may be slightly less effective on members of the *Culex* genus. *Bacillus sphaericus* (**Bs**) based larvicides are sold under the trade name VectoLex™. **Bs** is highly effective against species in the *Culex* genus, but is not effective against Asian tiger mosquitoes and several other species of *Aedes* and *Ochlerotatus* mosquito species. **Bs** works very well in polluted water, where it may be self-perpetuating. Bacterial larvicides are most effective when used against mosquitoes in the 1st through 3rd larval growth stages, but will not control late 4th stage or pupal stage mosquitoes.
- Biochemical larvicides, which contain an insect growth regulator called methoprene, are sold under the trade name Altosid®. Methoprene is an insect hormone that prevents immature mosquitoes from developing into adults. Altosid® products are labeled for use in a wide variety of natural and artificial aquatic habitats and are effective for use in salt marshes. Altosid® is most effective when used against mosquitoes in the 1st through early 4th

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MOSQUITO SURVEILLANCE & CONTROL**

larval growth stages, but is not effective against late 4th larval stage or pupal stage mosquitoes.

2. Adulticides

Adult control consists of two different techniques. One technique is the application of Ultra Low Volume (ULV) aerosols, or “fogging”. The other technique is the application of “barrier treatments”.

Aerosol/fog applications are the most widely used method of adult mosquito control and involve a volumetric treatment of air by the dispersal of very fine aerosolized droplets that are light enough to float on the air and be carried over a large area by wind. These small droplets (generally ranging from 1 to 40 microns in size) float on air currents and intoxicate the flying mosquitoes that are impacted by them. Fogs/aerosols are dispensed in very low doses (ounces per acre) and do not leave any significant residual pesticide layers on surfaces within treated areas. Aerosols and fogs generally only kill mosquitoes that are in flight because mosquitoes that are resting in sheltered areas are not impacted by sufficient numbers of droplets to get a toxic insecticide dose.

Ultra Low Volume (ULV) fogs and aerosols are generated with dispensing machines that physically split a liquid insecticide into very small droplets of a relatively uniform size (narrow size range). Most ULV machines can be set to produce droplets of a particular size within the 1 to 50 micron size range. The production of ULV aerosols/fogs does not require that the liquid insecticide concentrate be mixed with a carrier liquid such as oil or water, so a very small volume (ultra low volume) of liquid insecticide can be converted into a fog/aerosol of relatively pure insecticide and be dispensed over a wide area.

Mosquito aerosol and fog applications should be made using properly maintained and calibrated ULV machines and foggers. Adulticide aerosol/fog applications may be made by equipment that is hand held, or mounted on backpacks, all terrain vehicles, trucks, or on fixed-wing or rotary-wing aircraft. Aerial applications of mosquito control insecticides are useful for rapidly treating large areas that cannot be easily accessed or covered in a timely manner by ground based spraying equipment. Due to the speed of coverage, the large area that can be treated, and the uniformity of the coverage, aerial applications are more effective in controlling mosquitoes than ground-based applications. Depending on the shape and size of the area to be sprayed, the advantages and drawbacks of using either fixed-wing or rotary-wing aircraft for dispersing pesticides should be considered.

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Timing and conditions for adulticide aerosol/fog applications must be appropriate for treatments to be effective. Depending upon the target species, the greatest efficacy will be achieved when applications are made during periods when the target species is in flight. For example, *Culex pipiens*, a primary vector of WNV, is a nighttime biter, and applications should be made starting at dusk and continuing into the nighttime hours. The fogging of daytime flying mosquitoes can be difficult. Aerosol/fog applications made during daylight hours are often ineffective because warm convective air currents rising from close to ground level will carry the fine aerosol/fog droplets up into the sky. Daylight fog applications can be effective only when there are no convective currents and this may occur during early morning hours, on overcast days, or in heavily shaded areas. Fogging applications should be made when air temperatures are above 50° F because mosquitoes will not fly at lower temperatures. It is preferable to make fogging applications when wind speeds are from 3 to 5 mph. To avoid poor pesticide coverage due to excessive pesticide drift and dilution, fog applications should not be made when wind speeds exceed 10 mph. Applications should not be made from either ground vehicles or aircraft during periods of dead calm because the fog/aerosol will not be carried from the road or aerial spray swath into target areas.

Barrier treatments involve the application (spraying) of residual liquid pesticides on surface areas. A residual pesticide barrier applied to a surface can kill adult mosquitoes that subsequently land on the treated surfaces. Depending on the surface treated, and the occurrence of rain or other factors that might degrade a residual insecticide layer after treatment, residual barrier treatments may be effective for several days to several weeks after application. Barrier treatments are applied to foliage, vegetation, the eaves, ceilings and walls of houses, or any other place where adult mosquitoes are known to land and rest. Barrier treatments may be applied using a simple liquid insecticide sprayer with a fan nozzle, or may be applied using a ULV machine, thermal fogger, or air-blast fogger set to dispense mist-sized droplets in the 40 to 100 micron size range. Portable ULV machines are best used to apply barrier treatments to plants and foliage because relatively small quantities of insecticide can be used to apply a uniform layer of insecticide on a large area of foliage.

D. Phased Control Response Plan

1. **Level I** - Winter weather, little or no adult mosquito activity present.
 - Plan and organize mosquito control program elements for larval and adult control. Identify habitats where larval control measures can be applied. Scout and identify locations where

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drainage/source reduction activities could be applied and identify areas that might require larvicidal control methods once the mosquito season commences. If resources are available, conduct ditching and other source reduction operations.

2. Level II - Mosquito-breeding season, adult mosquito activity present.

- Where appropriate and resources permit, conduct ditching, drain cleaning, fine-grading, and other habitat modification activities for source reduction. Conduct larval control of vector species in identified breeding habitats where source reduction (habitat modification) is not possible. Consider adult mosquito control where large primary vector populations are detected.

3. Level III - Mosquito larvae and adults present.

- Continue source reduction and public education programs, and enhance larvicide programs to target vector-breeding habitats in areas of increased WNV epizootic activity. Consider use of adult control tactics in areas where vector species have escaped larval control and where evidence of WNV has occurred. Plan an emergency mosquito control program to be ready if conditions ever reach a state where such operations are needed.

V. ABBREVIATIONS

CIDMMA:	Craney Island Dredged Material Management Area
EEE:	Eastern Equine Encephalitis
IPM:	Integrated Pest Management
LAC:	LaCrosse Encephalitis
MIR:	Mosquito Infection Rate
WNV:	West Nile Virus
ULV:	Ultra Low Volume

Larval Surveillance Procedures

(Modified from Virginia Arbovirus Surveillance Response Plan, 2004)

Basic tools: Standard, white 400 ml-capacity dipper; an eyedropper; turkey baster, tea strainer, modified bilge pump, white enamel or plastic pan, boots, vials, 6 oz. plastic bags or some other form of container for collecting larvae; labels for the collections; and a pencil. A GPS receiver should also be used to obtain geo-reference [latitude and longitude] data for GIS mapping.

Potential Breeding Habitat: Mosquitoes can breed anywhere there is standing water such as: tires; bird-baths; plant pots; storm drains; and neglected, un-chlorinated swimming pools. Natural breeding habitats include: temporary flooded areas; ditches; tidal or freshwater wetlands; and other areas with temporary, or seasonal standing water. Permanent bodies of water such as lakes or stream pools may also contain the larvae of a few mosquito species in shallow areas, areas of emergent vegetation, or areas with floating debris or vegetation. Flowing water or bodies of water subject to wind or wave action are not suitable breeding habitat for mosquitoes.

When searching for mosquito larvae, it is necessary to proceed slowly and carefully. Approach the area to be inspected with caution, as heavy footfalls will create vibrations that disturb larvae and cause them to dive to the bottom. Likewise, avoid disturbance of the water, as this will have the same result. Approach the area to be sampled with the sun in one's face; this prevents shadows that also disturb larvae and cause them to dive. If wind is of significant magnitude dipping should be done on the windward side of the habitat where larvae and pupae will be most heavily concentrated.

Mosquito larvae are usually confined to the margins of a body of water and will not be found in open, deep water. Dipping should be done around floating debris, aquatic and emergent vegetation, logs and tree stumps in the water, and grasses around the margins. Look for the presence of larvae and pupae before beginning to dip.

One must also recognize that each area to be checked may contain a number of different microhabitats, and each may contain the larvae of different species. Learn to recognize different microhabitats within an area; each one of these should be sampled in order to obtain a comprehensive picture of the area's species composition.

Collection Methods: The kind of mosquito one is looking for, as well as the type of habitat one is working in, will determine the dipping technique used. The following eight techniques for sampling mosquito larvae and pupae with the standard pint dipper are effective:

1. The Shallow Skim - *Anopheles* larvae are normally found at the surface of the water among aquatic vegetation or floating debris. They can be collected with a shallow, skimming stroke along the surface, with one side of the dipper pressed just below the surface. End the stroke just before the dipper is filled, to prevent overflowing.

2. Partial submersion - Around emergent vegetation, logs and tree stumps, larvae may be drawn into the dipper by submerging one edge so that the water flows rapidly into the dipper. In this method, the dipper is stationary.
3. Complete submersion - Certain Culicine larvae (such as species of *Aedes* and *Psorophora*) are very active and usually dive below the surface when disturbed. In this case, a quick plunge of the dipper below the surface of the water is required, bringing the dipper back up through the submerged larvae. Bring the dipper back up carefully, to avoid losing the larvae with overflow.
4. Dipper as a background - This is an especially useful technique in woodland pools, for early season species. Submerge the dipper completely within the woodland pool, going down into the bottom litter if necessary. Use the white dipper as a background against which larvae and pupae can be spotted. Come up underneath the larvae with the dipper. Once again, bring the dipper up carefully, to avoid losing its contents.
5. Flow-in method - This method is useful in situations where the water is shallow, with mud, leaf litter, or other debris on the substrate. Specimens can be collected by pushing the dipper down into the material on the bottom and letting the surface water and mosquito larvae flow directly into the dipper.
6. Scraping - This method is used in permanent or semi-permanent habitats containing clumps of vegetation, such as reeds or tussocks. Dip from the water in, towards the tussock, and end by using the dipper to scrape up against the base of the vegetation to dislodge any larvae present.
7. Simple scoop - This is the technique that seems to be most commonly used by field personnel for larval surveillance and is the one referred to in much of the literature as "the standard dipping procedure." The technique involves simply scooping a dipper full of water out of a habitat. It is useful in a wide variety of habitats, especially for collecting *Culex*.
8. Salt marsh - As the name indicates, this is a procedure to utilize when conducting salt marsh larval surveillance. In the case of salt marsh potholes, dip in a number of spots around the edge of the pothole, dipping in toward the edge. Sample the middle of the pothole, using either a skimming or scooping stroke. In areas containing numerous potholes, make sure several are sampled, not just one or two. Use the same combination of techniques to sample a salt marsh pan.

It is important to recognize that there are different techniques that can be used in different habitat types. Whenever dipping for immature mosquitoes, regardless of the technique used, it is important to look for actual presence of larvae before dipping, and to proceed carefully and pay attention to what you are doing.

Several species of mosquito may be difficult to collect by dipper because their aquatic habitats often occur in containers or other depressions that are too small to sample with a dipper. These include:

- *Ae. albopictus* - tires
- *Ae. atropalpus* - rock pools, tires
- *Ae. triseriatus* - treeholes, tires, containers
- *An. barber* - treeholes, tires, containers
- *Cq. perturbans* - permanent water with emergent vegetation
- *Cs. melanura* – occasionally tires
- *Or. alba* - treeholes, tires, containers
- *Or. signifera* - treeholes, tires, containers
- *Tx. r. septentrionalis* - treeholes, tires, containers
- *Wy. smithii* - pitcher plants

The turkey baster is an inexpensive, readily available tool that is very useful for sampling tires, containers and tree-holes. A small white plastic soup ladle will also work well. The tea strainer can be used to concentrate and sort samples. Modifying a hand-operated bilge pump by removing the intake valve converts the pump to a syringe capable of drawing up a column of water (Walker and Crans, 1986). The modified bilge pump can also be used to sample treeholes, tires, underground crypts, and various other containers. Material collected by bilge pump or baster can be emptied into a white enamel pan, from which the mosquito larvae are then spotted and removed.

Measurement of Density: Larval density is almost always expressed as numbers of larvae and pupae per dip. Density should be expressed in real numbers. That way, one knows exactly what one is dealing with in terms of population size. Belkin (1954) developed a simple index for determining larval densities that some may prefer to use:

$$BI = TLP/ND \times BP$$

BI = the breeding index

TLP = the total number of larvae and pupae taken

ND = the number of dips

BP = the number of breeding places

A "breeding place" is defined as each separate microhabitat or station within a site from which one to three positive dips are obtained.

Data Collection: If you are unable to use the computerized database for larval surveillance data, a "Larval Surveillance Data Form" should be completely filled out for each collection. Consult the attached "Code Sheet" for breeding site description and control options. The larval surveillance form may also be a useful means of collecting field data that can subsequently be entered into the computer larval surveillance database.

LARVAL MOSQUITO SURVEILLANCE LOG**Collection Date**

Collector

Property Owner

 USACE, Norfolk District
Point of Contact (POC)

 Keith Lockwood, OPS-TSS
Map Coordinates

 Latitude

 Longitude
Location

 Craney Island Dredged Material Management Area
POC Telephone

 (757) 201-7127
Mosquito Aquatic Habitat (circle one)

1. Lake/Pond Margin
2. Permanent Wetland/Marsh
3. Seasonal Wetland/Marsh
4. Saltmarsh/Tidal Pool
5. Vernal Pond
6. Forest Flood Pool
7. Field Flood Pool
8. Puddle
9. Receding River/Creek Pool
10. Rock Pool
11. Sluggish Stream
12. Flooded Ditch
13. Storm-sewer Pool (underground)
14. Storm-water Pond (BMP)
15. Large Artificial Container (>30 gal.)
16. Small Artificial Container
17. Containment Cell (CIDMMA)
18. Other: (specify)

Larvae Present (circle one) Yes No

Pupae Present (circle one) Yes No

Eggs Present (circle one) Yes No
Predominant Instars (circle one)

- | | |
|----------------|--|
| 1. 1st Instars | 6. Mixed 1st & 2nd instars |
| 2. 2nd Instars | 7. Mixed 2nd & 3rd instars |
| 3. 3rd Instars | 8. Mixed 3rd & 4th instars |
| 4. 4th Instars | 9. Mixed 4 th instars & Pupae |
| 5. Pupae | 10. Mixed all stages |

Average # Larvae Per Dip
Number of Dips
Control Measure Applied (circle) Yes No
Control Measure Applied (circle one)

- | | |
|-----------------------|------------------------|
| 1. Dumped/Drained | 4. Larvicide (Altosid) |
| 2. Larvicide (B.t.i.) | 5. Mosquito Fish |
| 3. Larvicide (B.s.) | 6. Herbicide |

Notes

Characteristics of Aquatic Habitat (circle one or more)

- | | | |
|-----------------------------|----------------------------------|----------------------------|
| 1. Muddy | 8. Floating Debris/Trash | 15. Live Grass Choked |
| 2. Clear | 9. Algae Turbid (green water) | 16. Dead Grass Tea |
| 3. Salty | 10. Algae Crusted (bottom/sides) | 17. Live Vegetation Choked |
| 4. Fresh | 11. Algae Floating | 18. Dead Vegetation Tea |
| 5. Polluted, Organic Waste | 12. Aquatic Emergent Grasses | 19. Dredged Material |
| 6. Polluted, Mineral Waste | 13. Aquatic Floating Vegetation | 20. Stagnant |
| 7. Polluted Organic/Mineral | 14. Peat choked (black water) | |

FORMULA FOR GRAVID TRAP BAIT INFUSION FOR *CULEX* MOSQUITOES

Materials and Ingredients:

- 1 44-gallon plastic trash can with a tight-fitting, snap-on lid (ex. Rubbermaid).
- 2 30 gallons of water
- 3 About 1 lb of dry straw or hay.
- 4 About 1 lb of freshly mowed grass clippings.
- 5 Five grams of brewers yeast.

Mixing Directions

(1) Place the plastic trash can in a location where it will get direct sunlight for at least several hours per day; make sure the trash can is not located in a place where odor from the finished bait will offend anyone. (2) Fill the plastic trashcan with 30 gallons of water. (3) Mix the dry straw or hay with the fresh grass clippings, and stir 2 pounds of this grass/straw mixture into the 30 gallons of water. (4) Add 5 grams of brewers yeast and stir it into the grass/straw/water mixture. (5) Place lid on the trashcan and let the mixture brew for five days; stir the mixture once every day.

Bait Usage Directions

After a period of about five days the bait will be ready to use. **Note:** This particular brew will have a foul odor (somewhat similar to that of raw sewage), but will be highly attractive to *Culex pipiens* and *Cx. restuans*. If you use this bait and do not catch either of the above-mentioned *Culex* species, there probably were not any active in the area where the gravid trap was set. Be careful not to leave the lid off of the brewing container because the odor of this bait may offend neighbors, and may attract swarms of egg laying *Culex pipiens* every night.

It is convenient to pour the finished bait into a 2.5-gallon, wide-mouth, container to carry it to your trap sites (an empty 2.5-gallon, plastic cat litter container works well for this purpose). After use, the bait can either be dumped, or it can be poured back into the carrying container for repeated use. If the bait is to be reused repeatedly, add several granules of Altosid™ larvicide to the bait to prevent the development of mosquitoes from eggs that have been laid in it.

When this particular bait is freshly made, it is **not** attractive to *Aedes albopictus* or the *Ochlerotatus* species of container breeding mosquitoes. However, after about three weeks of usage, this bait starts to become slightly less attractive to *Culex pipiens* or *Cx. restuans*, and becomes more attractive to the *Aedes albopictus* and the *Ochlerotatus* species that breed in containers. If collection of *Cx. pipiens* and *Cx. restuans* is your primary goal, you should start a fresh batch of bait at least every month. You can keep some of the older bait and use it when trapping specifically for the container breeding *Aedes* and *Ochlerotatus* species.

CDC Light Trap Procedures

(Modified from Virginia Arbovirus Surveillance Response Plan, 2004)

For special surveillance of short duration, the dry ice baited CDC trap is an efficient, reliable surveillance tool for mosquito surveillance. This trap can be used to check the success of an adulticide or gather arbovirus information. The CDC trap's portability, battery power, and efficiency add versatility to the surveillance program.

The following guidelines are offered to minimize variability in the use of CDC traps.

1. Whenever possible, use the CDC trap with a dry ice supplement. A quantity of 2.0 to 2.5 lbs. of pelletized or block dry ice in an insulated container (2 quart cooler) will mimic a large mammal's respiration and last long enough to cover the usual mid-afternoon to dawn period.
2. If the capture of non-mosquito insect species is a problem, remove the light source when dry ice is used as an attractant; the absence of light will eliminate other photopositive insects from the collection, increasing the efficiency of identification. It will also make the trap less visible to vandals and thieves.
3. Hang the dry ice directly above, or adjacent to - and slightly below, the lid of the CDC trap to draw mosquitoes as close as possible to the collection fan.
4. Set trap at least one hour prior to dusk until one hour after dawn to insure that surveillance is conducted during the primary host-seeking periods for most species. Setting traps earlier in the afternoon helps capture day-biting species.
5. Hang the trap so its light is 5-6 ft from ground level unless specific information is needed on canopy dwellers. For most species, this height will provide a reliable indication of activity.
6. Try to set the traps along the edges of habitats to increase trapping efficiency. A trap located strictly in one ecosystem/habitat may exclude certain species; trapping along the edge of a swamp, for example, will provide a picture of those species found not only in the swamp, but also in the nearby upland.
7. Consider two traps as the minimum number per site in most situations and compare your data to detect differences that may have been due to outside influences.
8. Be aware that differences do exist in the host seeking behavior of some species and that alterations from these general guidelines may be necessary to get complete surveillance data. Strictly daylight feeding species will not be accurately represented in dusk-dawn collections. A species that host seeks in tree canopies will not be accurately sampled by a trap that is suspended 5 ft from the ground. Whenever possible, become familiar with the host seeking habits of the mosquitoes being surveyed.

New Jersey Light Trap Procedures

(modified from Virginia Arbovirus Surveillance Response Plan, 2004)

The New Jersey light trap depends on a 110-volt source of electric power, which somewhat restricts its use. Most often, the collection is funneled into a collection jar. This makes the collection suitable for relative abundance studies, but unacceptable for arbovirus studies that require live specimens. The traps can be very useful in monitoring changes in abundance and species diversity in an area. They can also be used to document efficacy of control efforts.

Not all mosquito species are attracted to or collected by New Jersey light traps. There is considerable variation in the relative attractiveness of different mosquito species to light. Generally, light traps do not reflect the abundance or presence of species that are negatively phototaxic or only active during the day. In addition, mosquito species that inhabit wooded areas are less attracted to light traps than those that prefer open areas. The following table shows which species **can** and **cannot** be accurately monitored by the New Jersey light trap:

Species readily collected in NJ Light Traps

<i>Ae. vexans</i>	<i>Oc. trivittatus</i>	<i>Cq. perturbans</i>
<i>Oc. cantator</i>	<i>An. bradleyi</i>	<i>Ps. columbiae</i>
<i>Oc. sollicitans</i>	<i>Cx. pipiens</i>	
<i>Oc. taeniorhynchus</i>	<i>Cx. salinarius</i>	

Species not readily collected in NJ Light Traps

<i>Ae. albopictus</i>	<i>Oc. excrucians</i>	<i>An. quadrimaculatus</i>
<i>Oc. canadensis</i>	<i>Cx. restuans</i>	<i>Cs. melanura</i>
<i>Oc. stimulans</i>	<i>Cx. territans</i>	<i>Ps. ferox</i>
<i>Oc. triseriatus</i>	<i>An. punctipennis</i>	

Guidelines for New Jersey Trapping: The following guidelines are offered to minimize variability in the use of New Jersey traps for mosquito surveillance.

- 1) Select a location with little or no competing light source. The area must have an electrical source to power the trap.
- 2) Hang the trap on a pole or tree limb sturdy enough to hold 20 lbs. The height should be around 1.5 meters. Once the trap is hung the automatic timer (if the unit does not have a photo-sensor) must be set to turn the unit on at dusk and off at dawn. The collection jar with a vapon strip as a killing agent and a 7oz. Dixie cup with small holes in the bottom are placed inside the jar to capture the mosquitoes.
- 3) Samples are collected from the New Jersey traps three (3) times per week by taking an extra sample jar to empty the contents of the kill jar in and returning the sample to the lab for enumeration and species identification. These mosquitoes are not used for viral testing but all data is recorded and maintained on file.

VIRGINIA'S 2004 MOSQUITO TESTING PROTOCOL

Increases in the cost of testing without further increases in the size of the WNV testing budget has required Virginia to maximize its mosquito testing efficiency and minimize unproductive testing. This increased efficiency/productivity will prevent the laboratories from overspending their mosquito testing budgets and will also permit the laboratories to devote some of their resources towards testing certain mosquito species from LaCrosse Encephalitis (LAC) endemic regions for LAC. Increased testing efficiency will be accomplished by only targeting appropriate vector species for testing at appropriate times of the season, and by reducing the number of pools tested by laboratory enforcement of the minimum **pool size** to **not less than 25 mosquitoes** for most **bridge vector** species. Whenever possible, surveillance programs should pool mosquitoes to maximize pool size and minimize the number of pools submitted.

The new mosquito testing protocol will focus on testing **primary vector** species as a means of estimating the **minimum** (mosquito) **infection rates (MIR)*** for WNV and EEE. The local **MIR** provides a good estimate of the potential for WNV or EEE to cause human disease in that locality, and the **MIR** can be compared from location-to-location and from year-to-year.

Primary vector species are always the main factor driving both WNV and EEE activity. **Bridge vector** species generally do not become infected with these viruses before the infection rate has reached high levels in populations of the **primary vector** species. Therefore, early season testing of low-potential **bridge vector** species (e.g., *Oc. canadensis*, other floodwater *Ochlerotatus* species, and *Anopheles* species) is unlikely to produce positive results and should not be done.

Several seasons of mosquito testing in Virginia and other Mid-Atlantic states indicates that *Culex pipiens* and *Cx. restuans* are the most important **primary vectors** of WNV, and that the container breeding *Aedes* and *Ochlerotatus* species are the next most likely to be found carrying WNV. All other potential **bridge vector** species are not as likely to be found infected with WNV until August, and these other species should not be tested prior to the beginning of August, or before WNV has been detected at significant levels in local **primary vector** populations. For example, most potential **bridge vector** species will not become infected with WNV until the local **primary vector** population reaches a **MIR of 10**. The **MIR trigger thresholds**** will be set for WNV and EEE at 5 per thousand and 1 per thousand, respectively.

***Minimum Infection Rates (MIR)** should be calculated at the local level by mosquito surveillance personnel. The calculation should be made as a **weekly, county or city MIR**, i.e., the number of infected pools of the **primary vector** species (e.g., *Culex pipiens*) per 1000 mosquitoes tested in a jurisdiction during any given week (week = period from Sunday through the following Saturday). The **MIR** is calculated as the number of pools testing positive for either WNV or EEE, divided by the total number of that species submitted for testing during the week, multiplied by 1000.

•

$$\text{MIR} = \left(\frac{\text{Number of Positive Pools}}{\text{Number of Mosquitoes Tested}} \right) \times 1000$$

****Trigger Threshold MIR** – A predetermined level of weekly, county or city MIR at which time a change in surveillance practices may be made.

WNV Testing; testing to be conducted on mosquitoes collected statewide:

Primary vector and **bridge vector** species that can be tested in **pools of 10 to 50 mosquitoes** during the entire testing season (when possible, make larger pools).

Culex pipiens
Culex restuans
Aedes albopictus
Ochlerotatus triseriatus
Ochlerotatus japonicus

Primary vector/bridge vector species that should be tested in a **minimum pool size of 25** mosquitoes until August 1st or until the local **trigger threshold MIR*** in *Culex pipiens* or *Cx. restuans* reaches **5**, whichever comes first, after which the minimum pool size can be as little as **10 mosquitoes** if necessary.

Culex salinarius
Culex erraticus

Potential **primary vector/bridge vector** species that may be tested between **June 15th** and **September 15th**. **Minimum pool size is 25 mosquitoes.**

Culiseta melanura

Species that will not be tested until after August 1st or until the local **trigger threshold MIR*** in *Culex pipiens* or *Cx. restuans* reaches **5**, whichever comes first. **Minimum pool size is 25 mosquitoes.**

Aedes vexans
Ochlerotatus trivittatus
Ochlerotatus sollicitans
Ochlerotatus taeniorhynchus
Ochlerotatus sticticus
Ochlerotatus canadensis
Ochlerotatus atlanticus/tormentor
Ochlerotatus infirmatus
Anopheles punctipennis
Anopheles quadrimaculatus
Coquillettidia perturbans

***Trigger Threshold MIR for WNV** - The trigger threshold for WNV will be **5 WNV positive** pools of *Cx. pipiens* or *Cx. restuans* per 1000 tested within a jurisdiction (county or city) during a given week.

EEE Testing; limited to mosquitoes from jurisdictions of Virginia's coastal plane [i.e., areas east of I-95] unless activity is detected elsewhere in the state:

Primary vector/potential bridge vector species that can be tested in **pools of 25 to 50** mosquitoes during the **entire testing season**.

Culiseta melanura

Primary vector/bridge vector species that should be tested in a **minimum pool size of 25** mosquitoes until August 1st or until the local **trigger threshold – MIR*** in *Cs. melanura* reaches **1**, whichever comes first, after which the minimum pool size can be as little as **10** mosquitoes if necessary.

Culex salinarius

Coquillettidia perturbans

Bridge vector species that can be tested in **pools of 10 to 50** mosquitoes during the **entire testing season**.

Aedes albopictus

Bridge vector species that will not be tested until after August 1st or until the local **trigger threshold MIR*** in *Culiseta melanura* reaches **1**, whichever comes first. **Minimum pool size is 25.**

Aedes vexans

Ochlerotatus sollicitans

Ochlerotatus taeniorhynchus

Ochlerotatus canadensis

Ochlerotatus atlanticus/tormentor

Ochlerotatus infirmatus

Anopheles crucians

Anopheles quadrimaculatus

Anopheles punctipennis

Culex erraticus

***Trigger Threshold MIR for EEE** - The trigger threshold will be **1** EEE positive pool of *Cs. melanura* per 1000 tested within a jurisdiction (county or city) during a given week. Once the trigger threshold has been reached by a single jurisdiction within the Tidewater Area, all other Tidewater jurisdictions may alter their mosquito testing procedures.

Testing for Other Mosquito Borne Viruses:

LaCross Encephalitis (LAC) Testing; limited to mosquitoes from Virginia's mountain jurisdictions [west of State Route – 29] unless activity is detected elsewhere in the state:

Vector species that can be tested for LAC in **pools of 10 to 50 mosquitoes** during the entire testing season.

Aedes albopictus
Ochlerotatus triseriatus
Ochlerotatus japonicus

Vector species that can be tested for LAC in **pools of 25 to 50 mosquitoes** after LAC has been detected in a jurisdiction.

Ochlerotatus canadensis

St. Louis Encephalitis (SLE) Testing; limited mosquitoes from local geographic areas [counties or cities] surrounding where SLE infections have been identified in human patients:

Primary vector and **bridge vector** species that can be tested in **pools of 10 to 50 mosquitoes**.

Culex pipiens
Culex restuans
Aedes albopictus
Ochlerotatus triseriatus
Ochlerotatus japonicus

Primary vector and **bridge vector** species that can be tested in **pools of 25 to 50 mosquitoes**.

Culex salinarius
Culex erraticus

The above listed protocol for arboviral testing may be altered in the event of special or mitigating circumstances. Any surveillance program wishing to test species or pool sizes outside the protocol specifications should contact and consult with Dr. David Gaines at VDH (tel. 804- 864-8141, david.gaines@vdh.virginia.gov), as well as contact and communicate with personnel in charge of the testing laboratory you send your specimens to, prior to doing so.

Division of Consolidated Laboratory Services (DCLS)	Norfolk Department of Public Health Laboratory (NDPHL)
Dr. Dee Pettit	Dr. Dongxiang Xia
tel. (804) 648-4480, Ext. 281	tel. (757)-683-2746
DPettit@dgs.state.va.us	dxia@vdh.state.va.us

MATERIALS AND METHODS NEEDED TO PREPARE AND SUBMIT MOSQUITO POOLS FOR ARBOVIRAL TESTING

Mosquitoes tested for West Nile virus (WNV) or any of the other arboviruses should be collected live and maintained in that condition until they have been identified and pooled; WNV degrades quickly in dead mosquitoes; any mosquitoes that are tested by the tissue culture method for virus isolation should be fairly fresh. To maintain the live virus in mosquitoes, they should be frozen soon after death. WNV will degrade and not grow on tissue cultures when it is in mosquitoes that have been dead and exposed to room temperatures for more than one day. After identification and pooling, it is ok to kill the mosquitoes by freezing. Materials needed for processing and pooling mosquitoes are as follows:

Item Description	Source *	Part Number
Triethylamine - (500 ml bottle)	Fisher Scientific	BP 616 500*
Disposable polypropylene culture tubes 12x75mm (1000. case) Required for pools tested by the Norfolk Public Health Laboratory	VWR Scientific	60818-281*
Plug type caps for tubes (1000/case) Required for pools tested by the Norfolk Public Health Laboratory	VWR Scientific	60819-070*
Fisherbrand Microfuge Tubes (2.0 ml conical screw cap tubes with caps and O-rings, sterilized (500 per case) Required for pools tested by the State Division of Consolidated Laboratory Services (DCLS) Laboratory	Fisher Scientific	Cat # 02-681-375

* Similar items may also be available from other suppliers.

Procedures: When possible, trapped mosquitoes should be returned to the laboratory alive. Trap bags or containers may be placed in a 48 qt, cooler chest so they do not become overheated in the vehicle after collection and during transport. Just prior to identification mosquitoes should be anesthetized with **Triethylamine (TEA)**. They can also be anesthetized by holding them in a closed cooler containing dry ice for 15 minutes. When using Triethylamine, trap bags or containers of live mosquitoes may be placed in a heavy-duty trash bag along with a cotton wad soaked with one bottle cap-full of Triethylamine. This operation should be performed outdoors in a well ventilated area, and rubber gloves should be worn to avoid dermal contamination with TEA. The trash bag should be held closed for approximately 8 minutes and then opened to check the condition of the mosquitoes. If some mosquitoes still have their wings buzzing, close the trash bag for an additional minute to achieve complete anesthetization. Anesthetization is an operation that requires precise timing and observation. An exposure of less than 8 minutes may not anesthetize mosquitoes sufficiently for sorting and identification. An exposure of 10 minutes or more may kill the mosquitoes. Some slight day-to-day, species-to-species variations may occur in the time required for anesthetization.

Anesthetized mosquitoes should be sorted, identified and pooled as quickly as possible. Mosquito pools should be made by **species, date collected, and location collected**. Each pool

identification label should contain a “Sample Number”. If you are using the mosquito database (See Section B.5 of the Mosquito Surveillance Plan), the database will automatically create a Sample Number for each new pool entered into the database. Otherwise, the Sample number will appear as follows P0784-04- HENR, with the P and the first four digits of the sample number being the pool number, the next two digits the year, and the four letter code being the Surveillance Program ID [in this case it is HENR for the Henrico County program]. If you are not using the database which automatically numbers all entered pools, pools should be numbered consecutively (i.e., P0001, P0002, P0003, P0004,...etc.) starting from the beginning of each year (surveillance season).

Correct identification of all mosquitoes in a pool is important. Mosquito pools of most species should contain from 25 to 50 mosquitoes. Certain important vector species are difficult to trap in large enough numbers to pool, and others have been deemed important enough that they may be submitted in smaller pools of from 10 to 25 mosquitoes (see Attachment 3.F for species to test, and pool size specifications). Vials containing pooled mosquitoes should be placed in a freezer and held until shipment to the testing laboratory. Tubes should be shipped to the testing laboratory in an insulated container containing dry ice.

Pools containing inappropriate species or numbers of mosquitoes will be set aside and not tested. Mosquito surveillance organizations are allowed to submit as many pools per week as they can collect. However, if the laboratory is busy they may not be able to test more than 40 pools per week. Additional pools will be held by the laboratory until there is time to test them. Programs that submit more than 40 pools per week should include their priority species among the first 40 pools.

Mosquito pools should be submitted care of either Dr. Dee Pettit at the **Division of Consolidated Laboratory Services (DCLS)** State Laboratory in Richmond, or Dr. Karren Loftin, or Deepak Phaltankar at the **Norfolk Public Health Laboratory** in Norfolk: Mosquito surveillance programs working outside of the Tidewater Region Should send their pools and samples to the DCLS laboratory. Tidewater Region programs using the Norfolk Lab may originate from the following jurisdictions: Accomack Co., Chesapeake, Hampton, Isle of Wight Co., James City Co./Williamsburg, Newport News, Norfolk, Northampton Co., Portsmouth, Southampton Co./Franklin, Suffolk, Virginia Beach, York Co./Poquosin. To arrange for testing of mosquito pools contact the laboratory managers first. Contact information is as follows:

Division of Consolidated Laboratory Services
Attention: Dr. Dee Pettit
600 North 5th Street
Richmond, VA 23219
Tel. (804) 648-4480, Ext. 281

Norfolk Public Health Laboratory
Attention: Dr. Dongxiang Xia
830 Southampton Ave
Norfolk, VA 23510
Tel. (757)-683-2746

Electronic copies of the Pool Log file (in spreadsheet format) should also be e-mailed to the appropriate laboratory on or before the day that pools are sent. When e-mailing pool data, each program should use a consistent file naming convention (e.g. include your four letter program ID and the current date) to help the laboratory identify which surveillance program the e-mailed file is coming from. A paper copy of the mosquito database “Pool Log” entries for the submitted pools should be sent along in the box with each shipment of pools. Mosquito surveillance programs not having access to computers or unable to use the Virginia Mosquito and Arboviral Tracking System database may copy and use form on the following page to accompany their submitted mosquito pools.

Any surveillance program that strongly suspects West Nile virus transmission from a species that is not on the above WNV tested list should consult with Dr. David Gaines (VDH-Office of Epidemiology; [804] 786-6261), as well as consult with the laboratory manager at the lab that the pools are being submitted to obtain prior approval for testing that species.

Weekly Laboratory Mosquito Pool Submission Form

Program ID ¹:			Program Name				
Date Shipped to Laboratory			Sample Dates: From _____ To _____				Week #
Pool #	Collection Date ²	Collection Site ID ³	County/City	Mosquito Species	Number in Pool	Trap Type	Sample Number ⁴
P-							
P-							
P-							
P-							
P-							
P-							
P-							
P-							
P-							
P-							
P-							
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P-							
P-							
P-							
P-							

¹ Program ID = four letter code (e.g., Virginia Beach = VABE). To avoid duplication of Program Codes across jurisdiction, codes should be requested and approved through Dr. Gaines at the VDH Office of Epidemiology (804-786-6261)

² Collection Date = mm/dd/yy

³ Collection Site ID = two letter County/City code + four digit site number (e.g., VB-0012 would be Virginia Beach collection site #12; once used to describe a collection site, the Collection Site ID should be permanently assigned to that site and not be used again for another site (to create your own Site IDs, use the reference list for the two-letter County/City codes at the bottom of Attachment 3.D).

⁴ Sample Number = the letter P + four digit consecutive pool number + the four letter Program ID code + two digit week number + two digit year number (e.g., P0123-04-VABE = Pool # 123 of the year 2004 from the Virginia Beach Surveillance Program).

SECTION J, ATTACHMENT 2

SCA NO: 94-2543 REV-35 ISSUED 07/27/2004

WAGE DETERMINATION NO: 94-2543 REV (35) AREA: VA,NORFOLK

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE
LEVEL WD:94-2544

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF
LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

| Wage Determination No.: 1994-2543
William W.Gross Division of | Revision No.: 35
Director Wage Determinations| Date Of Revision: 07/27/2004

States: North Carolina, Virginia

Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank,
Perquimans
Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City,
Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry,
Virginia Beach, Williamsburg, York

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	8.38
01012 - Accounting Clerk II	10.58
01013 - Accounting Clerk III	13.17

01014 - Accounting Clerk IV	14.28
01030 - Court Reporter	14.23
01050 - Dispatcher, Motor Vehicle	12.73
01060 - Document Preparation Clerk	10.92
01070 - Messenger (Courier)	8.68
01090 - Duplicating Machine Operator	10.92
01110 - Film/Tape Librarian	10.56
01115 - General Clerk I	8.73
01116 - General Clerk II	10.75
01117 - General Clerk III	13.37
01118 - General Clerk IV	14.95
01120 - Housing Referral Assistant	17.27
01131 - Key Entry Operator I	10.04
01132 - Key Entry Operator II	12.64
01191 - Order Clerk I	12.24
01192 - Order Clerk II	16.02
01261 - Personnel Assistant (Employment) I	12.63
01262 - Personnel Assistant (Employment) II	14.59
01263 - Personnel Assistant (Employment) III	16.33
01264 - Personnel Assistant (Employment) IV	18.20
01270 - Production Control Clerk	19.21
01290 - Rental Clerk	12.49
01300 - Scheduler, Maintenance	13.00
01311 - Secretary I	14.30
01312 - Secretary II	16.65
01313 - Secretary III	19.00
01314 - Secretary IV	22.28
01315 - Secretary V	23.39
01320 - Service Order Dispatcher	12.73
01341 - Stenographer I	11.56
01342 - Stenographer II	14.19
01400 - Supply Technician	20.25
01420 - Survey Worker (Interviewer)	12.02
01460 - Switchboard Operator-Receptionist	10.18
01510 - Test Examiner	15.14
01520 - Test Proctor	15.14
01531 - Travel Clerk I	9.92
01532 - Travel Clerk II	10.59
01533 - Travel Clerk III	11.30
01611 - Word Processor I	11.86
01612 - Word Processor II	14.30
01613 - Word Processor III	14.96
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.35
03041 - Computer Operator I	12.14
03042 - Computer Operator II	14.02

03043 - Computer Operator III	17.37
03044 - Computer Operator IV	20.13
03045 - Computer Operator V	21.39
03071 - Computer Programmer I (1)	19.24
03072 - Computer Programmer II (1)	21.77
03073 - Computer Programmer III (1)	25.96
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.31
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.14
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.20
05010 - Automotive Glass Installer	16.60
05040 - Automotive Worker	16.60
05070 - Electrician, Automotive	17.38
05100 - Mobile Equipment Servicer	15.00
05130 - Motor Equipment Metal Mechanic	18.20
05160 - Motor Equipment Metal Worker	16.60
05190 - Motor Vehicle Mechanic	18.20
05220 - Motor Vehicle Mechanic Helper	14.15
05250 - Motor Vehicle Upholstery Worker	15.78
05280 - Motor Vehicle Wrecker	16.60
05310 - Painter, Automotive	17.38
05340 - Radiator Repair Specialist	15.78
05370 - Tire Repairer	13.37
05400 - Transmission Repair Specialist	18.20
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.92
07010 - Baker	9.05
07041 - Cook I	8.43
07042 - Cook II	9.32
07070 - Dishwasher	7.42
07130 - Meat Cutter	12.69
07250 - Waiter/Waitress	7.56
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	21.23
09040 - Furniture Handler	13.34
09070 - Furniture Refinisher	16.03
09100 - Furniture Refinisher Helper	13.05
09110 - Furniture Repairer, Minor	14.56
09130 - Upholsterer	16.03
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.87
11060 - Elevator Operator	8.87
11090 - Gardener	10.19

11121 - House Keeping Aid I	7.59	
11122 - House Keeping Aid II	9.73	
11150 - Janitor	9.16	
11210 - Laborer, Grounds Maintenance		9.52
11240 - Maid or Houseman	7.59	
11270 - Pest Controller	11.63	
11300 - Refuse Collector	11.02	
11330 - Tractor Operator	9.71	
11360 - Window Cleaner	9.71	
12000 - Health Occupations		
12020 - Dental Assistant	11.31	
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver		13.79
12071 - Licensed Practical Nurse I	11.36	
12072 - Licensed Practical Nurse II	12.75	
12073 - Licensed Practical Nurse III	14.26	
12100 - Medical Assistant	10.59	
12130 - Medical Laboratory Technician		13.35
12160 - Medical Record Clerk	11.99	
12190 - Medical Record Technician		13.15
12221 - Nursing Assistant I	7.77	
12222 - Nursing Assistant II	8.74	
12223 - Nursing Assistant III	9.54	
12224 - Nursing Assistant IV	10.69	
12250 - Pharmacy Technician	11.84	
12280 - Phlebotomist	12.32	
12311 - Registered Nurse I	19.72	
12312 - Registered Nurse II	23.42	
12313 - Registered Nurse II, Specialist	23.42	
12314 - Registered Nurse III	28.34	
12315 - Registered Nurse III, Anesthetist	28.34	
12316 - Registered Nurse IV	33.96	
13000 - Information and Arts Occupations		
13002 - Audiovisual Librarian		14.23
13011 - Exhibits Specialist I	16.06	
13012 - Exhibits Specialist II	19.51	
13013 - Exhibits Specialist III	21.67	
13041 - Illustrator I	17.63	
13042 - Illustrator II	21.42	
13043 - Illustrator III	23.78	
13047 - Librarian	22.37	
13050 - Library Technician	12.68	
13071 - Photographer I	11.73	
13072 - Photographer II	15.55	
13073 - Photographer III	18.89	
13074 - Photographer IV	20.98	
13075 - Photographer V	25.39	

15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	7.07	
15030 - Counter Attendant	7.07	
15040 - Dry Cleaner	9.03	
15070 - Finisher, Flatwork, Machine	7.07	
15090 - Presser, Hand	7.07	
15100 - Presser, Machine, Drycleaning	7.07	
15130 - Presser, Machine, Shirts	7.07	
15160 - Presser, Machine, Wearing Apparel, Laundry	7.07	
15190 - Sewing Machine Operator	9.68	
15220 - Tailor	10.33	
15250 - Washer, Machine	7.72	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)	18.75	
19040 - Tool and Die Maker	20.78	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator	15.62	
21020 - Material Coordinator	19.21	
21030 - Material Expediter	19.21	
21040 - Material Handling Laborer	9.88	
21050 - Order Filler	10.15	
21071 - Forklift Operator	14.07	
21080 - Production Line Worker (Food Processing)	13.56	
21100 - Shipping/Receiving Clerk	11.48	
21130 - Shipping Packer	12.10	
21140 - Store Worker I	10.29	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.94	
21210 - Tools and Parts Attendant	14.93	
21400 - Warehouse Specialist	14.36	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	20.68	
23040 - Aircraft Mechanic Helper	15.24	
23050 - Aircraft Quality Control Inspector	21.60	
23060 - Aircraft Servicer	16.99	
23070 - Aircraft Worker	17.87	
23100 - Appliance Mechanic	17.63	
23120 - Bicycle Repairer	13.37	
23125 - Cable Splicer	20.32	
23130 - Carpenter, Maintenance	16.03	
23140 - Carpet Layer	17.61	
23160 - Electrician, Maintenance	20.86	
23181 - Electronics Technician, Maintenance I	18.11	
23182 - Electronics Technician, Maintenance II	18.52	
23183 - Electronics Technician, Maintenance III	19.84	
23260 - Fabric Worker	14.56	
23290 - Fire Alarm System Mechanic	16.79	

23310 - Fire Extinguisher Repairer	13.84	
23340 - Fuel Distribution System Mechanic	18.95	
23370 - General Maintenance Worker	16.84	
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.79	16.79
23430 - Heavy Equipment Mechanic	16.79	
23440 - Heavy Equipment Operator	16.79	
23460 - Instrument Mechanic	16.79	
23470 - Laborer	10.02	
23500 - Locksmith	18.17	
23530 - Machinery Maintenance Mechanic	18.43	
23550 - Machinist, Maintenance	16.79	
23580 - Maintenance Trades Helper	13.05	
23640 - Millwright	20.58	
23700 - Office Appliance Repairer	16.03	
23740 - Painter, Aircraft	18.24	
23760 - Painter, Maintenance	16.03	
23790 - Pipefitter, Maintenance	18.69	
23800 - Plumber, Maintenance	17.84	
23820 - Pneudraulic Systems Mechanic	16.79	
23850 - Rigger	16.79	
23870 - Scale Mechanic	15.31	
23890 - Sheet-Metal Worker, Maintenance	16.79	
23910 - Small Engine Mechanic	15.31	
23930 - Telecommunication Mechanic I	16.79	
23931 - Telecommunication Mechanic II	20.16	
23950 - Telephone Lineman	16.79	
23960 - Welder, Combination, Maintenance	16.79	
23965 - Well Driller	16.79	
23970 - Woodcraft Worker	16.79	
23980 - Woodworker	13.84	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	7.32	
24580 - Child Care Center Clerk	11.32	
24600 - Chore Aid	6.93	
24630 - Homemaker	10.88	
25000 - Plant and System Operation Occupations		
25010 - Boiler Tender	17.76	
25040 - Sewage Plant Operator	17.81	
25070 - Stationary Engineer	17.76	
25190 - Ventilation Equipment Tender	14.36	
25210 - Water Treatment Plant Operator	17.81	
27000 - Protective Service Occupations		
(not set) - Police Officer	17.47	
27004 - Alarm Monitor	13.15	
27006 - Corrections Officer	13.60	
27010 - Court Security Officer	14.67	

27040 - Detention Officer	13.60	
27070 - Firefighter	13.99	
27101 - Guard I	9.30	
27102 - Guard II	11.13	
28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer	15.07	
28020 - Hatch Tender	15.07	
28030 - Line Handler	15.07	
28040 - Stevedore I	15.44	
28050 - Stevedore II	16.96	
29000 - Technical Occupations		
21150 - Graphic Artist	18.24	
29010 - Air Traffic Control Specialist, Center (2)	30.50	
29011 - Air Traffic Control Specialist, Station (2)	21.03	
29012 - Air Traffic Control Specialist, Terminal (2)	23.16	
29023 - Archeological Technician I	13.29	
29024 - Archeological Technician II	14.95	
29025 - Archeological Technician III	18.46	
29030 - Cartographic Technician	20.13	
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.31	
29040 - Civil Engineering Technician	18.89	
29061 - Drafter I	11.71	
29062 - Drafter II	13.18	
29063 - Drafter III	16.56	
29064 - Drafter IV	20.13	
29081 - Engineering Technician I	15.58	
29082 - Engineering Technician II	16.67	
29083 - Engineering Technician III	20.54	
29084 - Engineering Technician IV	24.87	
29085 - Engineering Technician V	29.05	
29086 - Engineering Technician VI	35.89	
29090 - Environmental Technician	16.43	
29100 - Flight Simulator/Instructor (Pilot)	27.62	
29160 - Instructor	21.28	
29210 - Laboratory Technician	16.35	
29240 - Mathematical Technician	20.13	
29361 - Paralegal/Legal Assistant I	12.85	
29362 - Paralegal/Legal Assistant II	15.60	
29363 - Paralegal/Legal Assistant III	19.09	
29364 - Paralegal/Legal Assistant IV	23.09	
29390 - Photooptics Technician	20.13	
29480 - Technical Writer	22.30	
29491 - Unexploded Ordnance (UXO) Technician I	19.38	
29492 - Unexploded Ordnance (UXO) Technician II	23.45	
29493 - Unexploded Ordnance (UXO) Technician III	28.11	
29494 - Unexploded (UXO) Safety Escort	19.38	

29495 - Unexploded (UXO) Sweep Personnel	19.38	
29620 - Weather Observer, Senior (3)	18.44	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.04	
29622 - Weather Observer, Upper Air (3)	17.04	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	11.43	
31260 - Parking and Lot Attendant	7.69	
31290 - Shuttle Bus Driver	11.11	
31300 - Taxi Driver	10.29	
31361 - Truckdriver, Light Truck	11.11	
31362 - Truckdriver, Medium Truck	12.17	
31363 - Truckdriver, Heavy Truck	14.64	
31364 - Truckdriver, Tractor-Trailer	14.64	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	7.99	
99030 - Cashier	7.67	
99041 - Carnival Equipment Operator	10.11	
99042 - Carnival Equipment Repairer	10.61	
99043 - Carnival Worker	7.20	
99050 - Desk Clerk	8.30	
99095 - Embalmer	17.93	
99300 - Lifeguard	9.77	
99310 - Mortician	23.11	
99350 - Park Attendant (Aide)	12.25	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.04	
99500 - Recreation Specialist	14.85	
99510 - Recycling Worker	13.50	
99610 - Sales Clerk	9.40	
99620 - School Crossing Guard (Crosswalk Attendant)	9.62	
99630 - Sport Official	8.49	
99658 - Survey Party Chief (Chief of Party)	15.04	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.67	
99660 - Surveying Aide	9.39	
99690 - Swimming Pool Operator	11.69	
99720 - Vending Machine Attendant	11.47	
99730 - Vending Machine Repairer	13.44	
99740 - Vending Machine Repairer Helper	11.47	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (a numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT

DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All

operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. A operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the term of the Government contract, by the contractor, by law, or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of

the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage

rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorize representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employee performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

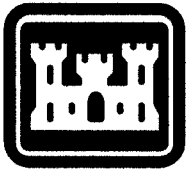
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



US Army Corps
Of Engineers
Norfolk District

CENAO-TS-00

*DR 1130-2-4
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**DEPOSITION OF DREDGED MATERIAL INTO THE
CRANEY ISLAND DREDGED MATERIAL AREA,
NORFOLK HARBOR, VIRGINIA**

1. **Purpose.** To prescribe and govern usage of the Craney Island Dredged Material Area.

2. **References**

a. River and Harbor Act of 24 July 1946, and Section 14 of River and Harbor Act of 3 March 1899, 33 USC 408.

b. EL 81-11, Craney Island Management Plan.

c. EM 385-1-1 U.S. Army Corps of Engineers, Safety and Health Requirements Manual.

3. **Description**

a. **Placement Area.** The Placement Area is a trapezoidal area adjacent to Craney Island, immediately west of Norfolk Harbor 50-foot Channel, extending northerly into Hampton Roads and covering approximately 2,500 acres encompassed by levees protected by stone and concrete rubble revetment. In addition, there is an administrative and maintenance area, six spillways, 3 weirs, spur levee at the Rehandling Basin, bulkhead, and eight miles of access road surrounding the area.

b. **Rehandling Basin and Appurtenances.** The Rehandling Basin and its appurtenances are located to the east of the Placement Area. The basin is 1,100 feet by 1,400 feet and 40 feet deep when empty. The Basin is for the deposit of dredged material from dump scows. It is connected to Norfolk Harbor 50-foot channel by diagonal approach and exit channels normally 200 feet wide and 18 feet deep which are marked day markers. A sketch is attached showing the location and details of the Rehandling Basin and adjacent facilities and appurtenances.

*This regulation supersedes DR 1130-2-4, dated 10 April 1992.

c. **The Hopper Dredge Direct Pipeline.** A submerged discharge pipeline extends from the east levee of the placement area to the waters outside Craney Island. This facility is for the use of Government hopper dredges unless approved by the Craney Island Facility Manager.

d. **Debris Unloading Facility.** A steel sheet pile bulkhead provides berthing space approximately 300 feet long parallel at the west end of the Rehandling Basin. A dredged channel with minimum depth of 7 feet, 60 feet wide flared to 300 feet at the bulkhead, connects with the northwesterly corner of the Rehandling Basin. This facility is for Government use unless approved by the Craney Island Facility Manager.

4. **Policy.** The Craney Island Dredged Material Area is for the use of all private interests, municipalities and Government agencies accomplishing dredging to support navigation in Norfolk Harbor and adjacent waters and are intended for the deposit of material dredged from those areas. General utilization of the Craney Island Dredged Material Area for the disposal of materials from upland areas will not be permitted.

5. **Procedures.** The use and operation of the Area is to be governed by the rules and regulations set forth below.

a. **Placement Area**

(1) This area is to receive material by direct pump out method from hopper dredges, rehandling units, and material deposited by hydraulic pipeline dredge directly from work sites or from the Rehandling Basin.

(2) Items obtained from the "Hampton Roads Drift Removal Program" will be placed in designated locations and placed in proper facilities for disposal off site.

b. **Rehandling Basin**

(1) The Rehandling Basin is to receive materials such as mud, silt, clay, sand, shell, marl, etc., and composites thereof, which can later be rehandled by hydraulic pipeline dredge into the Placement Area.

(2) Debris or other material that cannot be handled by a hydraulic pipeline dredge will not be dumped in the Rehandling Basin. All debris shall be segregated and placed in the designated areas or removed from Craney Island to a licensed landfill as directed by the Craney Island Facility Manager.

(3) When dredging near deteriorating bulkheads or piers, or areas where large amounts of debris are present in the dredged material, dredged material deposited into the CIRB will pass through a debris grid. The maximum opening of the grid size shall be 12 inches by 12 inches that covers the entire loading area of the dump scow. Everything that does not pass through the grid will be considered solid debris and will be disposed of off Craney Island. The permittee/contractor will provide all necessary equipment, dumpsters, and labor to remove the debris from Craney Island. The permittee/contractor will coordinated all operations with the Chief, Craney Island Project Office before starting dredging. No stock piling of debris on the Craney Island bulkhead will be allowed. The contractor at his expense will repair any damage to the bulkhead.

c. **Placement Facilities In General.** Use of the placement facilities shall be subject to the following additional provisions:

(1) Each dredging and placement job shall be previously authorized by joint permit granted by the District Engineer. Once a permit is issued, a request for use of the facilities shall be made in writing prior to commencement of depositing material on the latest version of NAO Form 66. Use of the facilities shall be in conformance with this regulation.

(2) Prior to performing any work at Craney Island, the permittee or their contractor will have a formal meeting with the Craney Island Facility Manager.

(3) The character of material to be placed at Craney Island shall be acceptable to the District Engineer. The request for use of the facilities must state the approximate quantity and an accurate description of the character of the material to be deposited. The District Engineer or Commonwealth of Virginia may require the permittee to test material being placed for contaminants.

(4) The material shall be placed in the Rehandling Basin or directly into the Placement Area as directed by the District Engineer, and under his supervision, as hereinafter provided in subparagraph (6). Testing of the water quality will be in compliance with the contract or permit. The permittee will be responsible for performing all required testing. In addition to any testing required under federal and Commonwealth of Virginia permits, users of the site shall take samples for effluent density. Samples shall be taken as often as required by the permit, but at least twice daily at the overboard placement area, and in the vicinity of the dredge during dredging operations as applicable. This frequency shall be increased as the effluent density increases. The density of the effluent shall be determined by a hydrometer or weight-volume method as specified. The contractor will have the option of the hydrometer method when settled solids are not present in the effluent sample.

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When settled solids are present the weight-volume method shall be employed for density determinations. The same technique shall be used for making the effluent and channel water density determinations as applicable. The sample must be representative of the area of dispersion from the barges and scows as applicable. When the hydrometer is used, an instrument such as Fisher Brand #14-331-5C2, or approved equal, shall be used. When the weight volume method is employed, a 1,000 c.c. laboratory cylinder and a scale or balance capable of weighing the sample and cylinder to the nearest gram shall be used. Results of all testing will be provided to the Craney Island Facility Manager weekly.

(5) Pursuant to requirement of the Federal legislation which authorized construction of the Craney Island Placement Area and Facilities, the party or parties, including Government agencies, accomplishing placement shall pay an equitable unit toll charge for each cubic yard of material deposited in the Rehandling Basin or in the Placement Area, the quantity to be determined either from scow measurement before dumping into the Rehandling Basin, or from records of in-place material dredged. Copies of all records of scow measurement, before and after dredging surveys, and computations, shall be furnished to the District Engineer. Before and after dredge surveys will be required on all projects; scow measurements will only be accepted on a case-by-case on smaller dredging projects. The rates are established at amounts which will cover amortization of the facilities used, plus operations, maintenance, and rehandling costs. Since costs of operation, maintenance, and rehandling vary from year to year, the tolls will vary. A review of the rates will be made as required to determine whether any revision should be made. If changes in the rates become necessary during the life of the permit, the permittee will be notified of the changes and the effective date thereof. In addition to the payment of tolls, permittee shall pay the Government the actual cost of supervision and inspection and placement as provided in the permit issued for the work.

(6) Material dredged by hydraulic method shall be pumped directly into such portion of the Placement Area as may be designated by the District Engineer. Depending on the duration and the amount of material being dredged, the discharge pipe may be required to be moved during the dredging cycle. Levees shall be constructed, raised, extended, and maintained by the permittee to contain the materials as directed by the District Engineer. The floating and submerged discharge lines shall not unreasonably interfere with navigation, and the land lines shall be established and extended in the area in a manner acceptable to the District Engineer. All funds which may be expended by the District Engineer in determining the quantity of in-place material, and for supervision and inspection, shall be reimbursed to the Government by the permittee.

(7) All permittees of the Craney Island Dredged Material Area shall exercise reasonable caution in moving their equipment to and from the Rehandling Basin and in mooring their tugs and scows.

(8) Wherever a dredge discharge pipeline crosses the levee roadway, the pipeline shall be buried or ramped by the permittee as shown on the sketch attached hereto marked STANDARD RAMP REQUIRED TO CROSS LEVEE ROADWAY WITH PIPE LINE.

(9) The Craney Island Project Office on a day-to-day basis will regulate use of the Government bulkhead at the Rehandling Basin by the permittee. Use of this area by the permittee for storage of equipment or materials will not be permitted.

(10) The permittee or their contractor will be responsible for operating all active spillways and telescoping weirs 24 hours a day, 7 days a week including holidays while working at Craney Island, even during down times on the dredge. In the event that the water heights at the levees rapidly increase, the Craney Island Facility Manager shall be notified immediately. The normal working hours at Craney Island is between 7:00 AM and 3:30 PM, Monday through Friday except Federal Holidays. The permittee or their contractor shall have two shore operators present after normal operating hours, weekends, and holidays in case of a medical emergency or accident. During normal working hours, one man with a telephone or radio is acceptable. During dredging operations the permittee/contractor shall:

(a) Maintain a minimum of 3 ft. freeboard or stop dredging until freeboard of 3 ft can be maintained. Both wind and rain can affect the freeboard height.

(b) Sample effluent as specified in paragraph c (4). and stop dredging when limits are exceeded.

(11) Quantities of material dredged and placed in the Craney Island Rehandling Basin and/or the Craney Island Placement Area will be furnished by the permittee. Before and after dredging Hydrographic Surveys and Yardage Calculations shall be performed and certified by an independent Professional Engineer or Land Surveyor licensed in the State of Virginia. For local survey and tidal datum information the permittee can contact the Norfolk District Survey Engineering Section at (757) 441-7125. All survey maps and calculations will conform to recognized professional standards and be sent to the District Engineer.

(12) The equipment, and facilities at Craney Island are for government use only. The permittee or their contractor is responsible for furnishing their own equipment, water, phone service, sanitary facilities, and food service.

(13) . Permittees shall pay to the Government the full cost of repairing any damage caused to the Craney Island Dredged Material Area, bulkhead, dikes, roadways, spillboxes, telescoping weirs, and all other features by their operations

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d. **Debris Unloading Facility.** Concrete rubble and wood pilings, which are required for the maintenance of Craney Island roads, levees or dikes, will be accepted on an as needed basis. Acceptance will be subject to the following conditions:

(1) The permittee shall assume all responsibility for the off loading, transporting, and placing of the material in the area designated as a placement site and in the manner specified by the Craney Island Facility Manager. Material for placement shall normally be limited to a size which the facilities can easy handling. The permittee shall remove all floating and transporting equipment from the bulkhead area immediately upon completion of placement operations.

(2) Only materials or debris which will not contaminate or pollute the waters of Norfolk Harbor or the waters in the Placement Area may be deposited in the Craney Island Dredged Material Area.

(3) All costs and handling expenses incurred during placement shall be accepted by the permittee. These expenses will include supervision and inspection costs assessed by government personnel.

(4) Non-Federal permittees of this facility shall agree in writing to hold and save the United States harmless from any and all claims for damages which may result from their use of the facility.

(5) Any material placed into Craney Island Dredged Material Area, either by contract or permittee work, becomes property of the United States Government.

e. **General Facility Regulations**

(1) **Safety and Fire Protection:** All regulations regarding safety and fire protection including the Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1) shall be complied with by the permittee, his agents, and all his employees. The permittee shall familiarize himself and all personnel engaged in work under his direction with the location of a telephone for fire reporting. Bottles, cans, and other trash shall be placed in trash receptacles to eliminate safety hazards in lawn mowing and unsightly condition.

(2) **Vehicle Insurance Required:** Privately owned vehicles operated on the Craney Island facility will be required to show existence of liability insurance and its expiration date. Coverage shall be at least the minimum required by the State of Virginia. Before any privately owned vehicle will be permitted on the facility, the permittee shall provide the Craney Island Facility Manager with a list of persons who desire to operate their vehicle on the facility, showing license number and state of registration, name of insurance company issuing the policy, limits of coverage, and the expiration date of the policy.

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In the event of change, expiration, or cancellation, the permittee shall notify the Facility Manager. Any vehicle not possessing the required coverage may be denied entry to the facility.

(3) Vehicle Parking Facilities: Permittee's employees shall park only in the designated parking areas. The permittee shall be responsible for any necessary maintenance or improvement, and periodic clean up of these areas during their dredging operation. Private vehicles will not be permitted to park at the loading dock at any time. Vehicles found in unauthorized areas will be reported to the permittee and will not be permitted to return to the facility.

(4) Vehicle Speed Limit: The speed limit at Craney Island facility is 25 miles per hour, except where lower limits are posted. Drivers are cautioned to slow down for pipe crossings and to watch out for pedestrians and heavy equipment. Vehicles shall be operated in a careful manner and any driver found to be operating his vehicle in a reckless manner will be denied the privilege of driving on the facility.

(5) Enforcement of Vehicle Regulations: It shall be the permittee's responsibility to enforce the prohibition against an employee bringing his private vehicle on the facility after his driving privilege has been revoked.

(6) Security Requirements: Entry to the facility shall be through the east end of Hedgerow Lane. This gate is normally open during daylight hours from Monday through Friday except on Federal Holidays. It is controlled by the City of Portsmouth in connection with its landfill operation. At all other times gates shall remain locked to deny access to unauthorized person. The permittee will be permitted to use the gates during non-duty hours, provided satisfactory arrangements are made for security at the gates. In the event security at the gate is considered unsatisfactory by the District Engineer, the permittee will be required to provide a watchman who shall be responsible for keeping the gates locked and admitting only authorized personnel at other than normal reservation operating hours.



DAVID L. HANSEN
COL, EN
Commanding

DISTRIBUTION:
All Supervisors

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECITON J

LIST OF ATTACHMENTS

- (h) Integrated Pest Management (IPM) Plan
- (i) Wage Determination No. 94-2543 REV (35) dtd 7/27/2004
- (j) DEPOSITION OF DREDGED MATERIAL INTO THE CRANEY ISLAND DREDGED MATERIAL AREA, NORFOLK HARBOR, VA, DR 1130-2-4 dtd 26 April 2002

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (b) applies.

☐ Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified **below [offeror to insert changes, identifying change by clause number, title, date]**. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

Section L - Instructions, Conditions and Notices to Bidders

GENERAL REQUIREMENTS

L.1 General Requirements

1. All activities at Craney Island Dredged Material Management Area (CIDMMA) shall be conducted in accordance with Norfolk District Regulation DR 1130-2-4 (SECTION J, Attachment 3). Point of Contact is Samuel E. McGee III, Craney Island Reservation Office, telephone (757)484-1021.

2. The Contractor shall furnish all labor, supervision, tools, equipment and transportation necessary to provide pest control services using integrated pest management techniques in accordance with the contract requirements. Work includes the performance of nuisance, structural, stored products, mosquito monitoring and control services.

a. Licensing and Certification. The Contractor shall be licensed by the State of Virginia to provide pest control in the categories specified in this contract. All work shall be in accordance with federal, state, local and installation laws and regulations.

3 DEFINITIONS - TECHNICAL. As used throughout this contract, the following terms shall have the meanings set forth below. Additional definitions are in the "DEFINITIONS" clause in Section I.

a. Contracting Officer (KO). The Contracting Officer is a person with the authority to enter into, administer and or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

b. Contractor. The term Contractor refers to both the prime Contractor and subcontractors. The prime Contractor shall ensure that his/her subcontractors comply with the provisions of this contract.

c. Environmental Protection Agency (EPA). The federal agency delegated authority to enforce the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA).

d. Intergraded Pest Management Program (IPMP). A planned program incorporating continuous monitoring, educations, record keeping and communication to prevent pests and disease vectors from causing unacceptable damage to operations, people, property, material or environment. IPMP uses targeted, sustainable (effective, economical, environmentally sound) methods including education, habitat modifications, biological control, genetic control, cultural control, mechanical control, physical control, regulatory control and where necessary, the judicious use of least-hazardous pesticides. A copy of the IPMP is included in SECTION J.

e. Pesticide. Any substance or mixture of substances intended for preventing, destroying, repelling or mitigating any pest and any substances intended for use as a plant regulator, defoliant or desiccant.

f. Contracting Officer's Representative (COR). The Government employee designated by the KO to monitor Contractor performance.

g. Quality Control (QC). A method used by the Contractor to control the quality of goods produced and services performed.

h. Regular Working Hours. The Government's regular (normal) working hours are from 7:30 am to 3:30 pm, Monday through Friday except (a) federal holidays and (b) other days specifically designated by the KO.

1. Response Time. The time allowed the Contractor after initial notification of work requirement to be physically on the premises at the work site with the appropriate tools, equipment and materials ready to perform the work required. Response times are designated in the appropriate technical paragraph in Section C.

6 CONTRACTOR FURNISHED ITEMS. The Contractor shall provide all facilities, equipment, materials and services to perform the requirements of this contract. Such equipment and the use of that equipment shall be subject to the inspection and approval of the KO.

a. Pesticide Dispersal Equipment. The Contractor shall supply all fuel, lubricants and spare parts; provide repair and maintenance as necessary to keep all equipment in good operating condition and take appropriate action regarding the following:

(1) All tanks, hoses, pumps, control valves and gauges shall be free of visible deterioration, shall not leak and shall operate at the manufacturer's recommended rates and pressures. Equipment which has failed shall be replaced and/or repaired by the Contractor prior to resuming operations.

(2) Screens, strainers and filters shall be used and maintained in accordance with the pump, sprayer and nozzle manufacturer's instructions.

(3) Spray nozzles shall deliver spray patterns as specified by the nozzle manufacturer. Nozzles that become clogged or eroded shall be repaired or replaced by the Contractor prior to resuming operations.

(4) Ultra-Low Volume (ULV) equipment shall be calibrated to assure proper flow rate and droplet size of pesticide as required by the label.

ULV equipment shall be calibrated, including droplet size analysis, prior to initiation of the contract and thereafter every 50 hours of use (or per manufacturer's recommendations) or when the machine is repaired. Calibration and droplet analysis reports shall be maintained on file and submitted to the KO with the monthly invoice.

(5) All pesticide dispersal equipment, including bait stations and trays, shall be clearly and plainly marked with " DANGER"....."PESTICIDES" or as required by applicable regulations.

b. Pesticides. All pesticides used by the Contractor shall be registered with the EPA and applicable state lead agency for the use intended. Attachment J-C5 (Pesticide Approval Form), including labels and material safety data sheets for each pesticide intended to be used, shall be submitted to the KO for approval by the IPMC at least 15 calendar days prior to contract start date. Approvals may be limited to specific pests/sites. Any proposed changes in approved pesticide usage shall be submitted to the KO for approval at least five working days in advance of the anticipated use.

(1) All pesticide usage shall be in strict conformance with label directions. The Contractor shall maintain a book of labels and material safety data sheets for all pesticides used and have it readily available for the KO's inspection at all times.

(2) All pesticides, rinse water and containers shall be disposed of in accordance with federal, Army, and local laws. Pesticides, rinse water and containers shall not be disposed of on the installation.

(3) Pesticide spills shall be recovered if possible, the site cleaned, decontaminated and reported as specified by the Armed Forces Pest Management Board Pesticide Spill Prevention and Management Manual, Technical Information Manual (TIM) No. 15 (see Attachment J-C6).

c. Vehicles

(1) Safety Equipment. Vehicles used to transport pesticides shall be equipped with a BC dry chemical, 10-pound fire extinguisher, a spill and decontamination kit as specified in TIM No. 15 and emergency wash water. Extinguisher must be mounted and easily accessible.

(2) Security. All pesticides carried on vehicles shall be secured in locked compartments at all times on the installation. Vehicles shall not be left unattended at any time unless properly locked and secured.

(3) Appearance. All vehicles shall be maintained with a clean and orderly appearance, free from observable pesticide spills, residues or build-up. Vehicles shall not be cleaned or washed on Government property.

5. MANAGEMENT. The Contractor shall manage the total work effort associated with the services required herein. Such management includes, but is not limited to, planning, scheduling, cost accounting, report preparation, establishing and maintaining records and quality control. The Contractor shall provide adequate staff with the necessary management expertise to assure the performance of the work required.

a. Project Manager. The Contractor's project manager shall be the Government's central point of contact concerning contract performance and shall be available during the Government's regular working hours for discussion within two (2) hours of notification. A single local or toll-free telephone number shall be provided to the KO for receipt of all calls. The project manager shall be able to read, write and speak the English language. Prior to contract start, the name of the individual designated as the project manager shall be provided to the KO; advance written notification is required prior to any project manager change.

b. Work Control. The Contractor shall implement all necessary work control procedures to ensure fully adequate and timely completion of work requirements, as well as to permit tracking of work in progress. The Contractor shall plan and schedule work to assure material, labor and equipment are available to complete work requirements with regard to the established time limits and quality standards. Verbal scheduling and status reports shall be provided when requested by the KO. The status of any item of work must be provided within two hours of the inquiry during regular working hours and within four hours after regular working hours.

c. Allowable Work Hours. Except as otherwise specified, all work shall be performed during regular working hours as defined in the "DEFINITIONS - TECHNICAL" paragraph. If the Contractor desires to work on Sundays, holidays or outside regular working hours, he/she must obtain the approval of the KO.

D. Records and Reports

(1) The Contractor shall maintain daily and monthly records of all pest control operations, both chemical and non-chemical, including surveillance. Records shall be completed daily as operations are performed; all entries must be accomplished within 24-hours of performance.

Records shall be made available upon request for inspection and shall be forwarded to the KO with the monthly invoice following the month of operation. Records rejected by the KO due to improper preparation shall be corrected and returned by the Contractor at no additional cost to the Government.

6. GENERAL REQUIREMENTS AND PROCEDURES. The Contractor shall schedule and arrange work so as to cause the least interference as possible and make every effort to minimize the impact of the work on normal operations. All required work schedules shall be submitted to and approved by the KO. In no event shall the Contractor change approved work schedules without the prior consent of the KO.

a. Scheduled Services. Proposed schedules for each scheduled service, covering the entire term of the contract, shall be submitted to the KO for approval at least 15 calendar days prior to the start date of the contract. Schedules shall indicate the week of the month that monthly or less frequent services shall be performed and the day of the week that bi-weekly or more frequent services shall be performed. Approved schedules shall be

strictly adhered to. Any proposed changes must be submitted for the KO's approval at least 10 working days in advance. All scheduled services requiring application of a residual pesticide cannot be accomplished while building is occupied.

b. Check In/Check Out and Notification Requirements

(1) Check In/Check Out Requirements. The Contractor Representative shall check in prior to the commencement of each day's work and check out at the completion of each day's work at a site designated by the KO. At the time of check in/check out, the Contractor Representative shall indicate:

- The Services planned to be provided during the day
- The location of the planned services
- Planned services which were not completed during the day
- Schedule of proposed follow-up treatments identified during the day

7. GENERAL ADMINISTRATIVE REQUIREMENTS

a. Environmental Protection. The Contractor shall comply with all applicable federal, state and local laws and with the regulations and standards as requested by the KO. All environmental protection matters shall be coordinated with the KO. Inspection of any of the facilities operated by the Contractor may be accomplished by the Fort Jackson Environmental Protection Coordinator, or authorized officials on a no-notice basis during normal working hours. In the event a regulatory agency assesses a monetary fine against the Government for violations resulting from the Contractor's conduct, the Contractor shall reimburse the Government for the amount of that fine. The Contractor shall comply with the instructions of the Fort Jackson U.S. Army Medical Department Activity with respect to avoidance of conditions that create a nuisance of which may be hazardous to the health of military or civilian personnel.

b. Disposal

(1) Debris, rubbish, hazardous waste and un-usable material resulting from the work under this contract shall be disposed of by the Contractor at his/her expense off Government property. Hazardous wastes must be disposed of IAW the Resource Conservation and Recovery Act and all other applicable federal, state and local laws and regulations.

c. Safety Requirements and Reports

(1) All work shall be conducted in a safe manner and shall comply with Craney Island requirements. The Government will not provide safety equipment to the Contractor.

(2) Prior to commencing work, the Contractor shall meet in conference with the KO to discuss and develop mutual understandings relative to administration of the Safety Program.

(3) The Contractor's work space may be inspected periodically for OSHA and Army violations. Abatement of violations will be the responsibility of the Contractor and/or the Government as determined by the KO. The Contractor shall provide assistance to the Safety Office escort and the federal or state OSHA inspector if a complaint is filed. Any fines levied on the Contractor by federal or state OSHA offices due to safety/health violations shall be paid promptly.

(4) The Contractor shall report to the KO, in the manner and on the forms prescribed by the Government, exposure data and all accidents resulting in death, trauma or occupational disease. All accidents must be reported to the KO within 24-hours of their occurrence.

(5) The Contractor shall submit report to the KO a full report of damage to Government property and/or equipment by Contractor employees. All damage reports shall be submitted to the KO within 24-hours of occurrence.

d. Identification of Contractor Employees

(1) The Contractor shall provide to the KO the name or names of the responsible supervisory person or person authorized to act for the Contractor.

(2) The Contractor shall furnish sufficient personnel to perform all work specified within the contract.

(3) Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.

(4) The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.

(5) No employee or representative of the Contractor will be admitted to the site of work unless satisfactory proof of citizenship is furnished, or if an alien, legal residency with the United States is confirmed.

(6) All Contractor/Subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem or patch attached in a prominent place on an outer garment. Employee identification shall include employee's full name and Contractor name.

e. Identification of Contractor Vehicles. The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate and shall be maintained in good repair.

f. Permits. The Contractor shall, without additional expense to the Government, obtain all appointments, licenses, certifications and permits required for the execution of work. The Contractor shall comply with all applicable federal, state and local laws. Evidence of such permits and licenses shall be provided to the KO before work commences.

8. CONTRACTOR QUALITY CONTROL

a. Quality Control Program (QCP). The Contractor shall establish and maintain a Quality Control Program IAW FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, to ensure that the work performed under this contract conforms to the contract requirements. The Contractor shall submit to the KO a Quality Control Plan as part of the Technical Proposal.

b. Identification and Correction of Problems. The Contractor's QCP shall provide top Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

c. Quality Control Program Requirements. The QCP shall include:

- (1) A description of the Contractor's quality control system. The system must cover all contract services, specify work to be inspection on either a scheduled or unscheduled basis and describe how inspections are to be conducted.
- (2) The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections and the extent of their authority.
- (3) Provisions for recording the results of inspections and for recording corrective action taken.
- (4) Provisions to update and revise the QCP during the performance of the contract.

d. Inspection File. A file of all Quality Control inspections both performed and scheduled, inspection results, dates, details and corrective actions taken shall be maintained by the Contractor through the term of the contract. The file shall be the property of the Government and made available to the KO during regular working hours. The file shall be turned over to KO within 5 days of completion/termination of the contract.

9. GOVERNMENT QUALITY ASSURANCE (QA). IAW the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, each phase of the services rendered under this contract is subject to Government inspection during the Contractor's operations and completion of tasks. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor. All costs associated with re-work are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to used in implementing its Quality Assurance Program and to vary the inspection methods utilized during the work without notice to the Contractor.

10. Local Conditions: The site of work is located at the US Army Engineer District, Norfolk, Craney Island Dredged Material Area, Portsmouth, Virginia. The contractor is advised that Norfolk District personnel will carry out normal day-to-day operations at Craney Island and possible hauling and dredging operations could be on going by independent contractors or Government personnel. It is not anticipated that these operations will interfere with the work required under this contract.

11. The traffic in and about Craney Island consists mainly of sedans and pick-ups with an occasional bulldozer, grader, or dump truck. In addition, roadways may close for the protection of nesting birds. It is not believed that this traffic will cause interference with progress of the work required under this contract.

CLAUSES INCORPORATED BY FULL TEXT

E4LC02 AWARD TO RESPONSIBLE OFFEROR

Responsibility will be determined, prior to award, by the Contracting Officer, either by performing a pre-award survey or conclusions based on a previous pre-award survey and/or any performance data available. A pre-award survey will be performed and the offeror will be required to show that he has the necessary capital, experience, and

owns or can procure the necessary plant or other resources to commence the work at the time prescribed in the specifications and thereafter to prosecute and complete the work safely and satisfactorily within the time specified.

E4LC04 EVIDENCE OF AUTHORITY TO SIGN OFFERS

Evidence of the authority of individuals signing offers to submit firm offers on behalf of the offeror is required except where the offer is signed, and shows that it is so signed, by: the President, Vice-President, or Secretary of an incorporated offeror; a partner in the case of a partnership; or the owner in the case of a sole proprietorship. Failure to submit with the offer satisfactory evidence of the authority of all other persons may be cause for rejection of the offer as invalid or nonresponsive.

E4LC05 PREAWARD SAFETY CONFERENCE

a. Where an apparent low bidder, in performance of contracts during the previous three-year period, incurred one or more accidents, or where, in the opinion of the Contracting Officer, there is any question regarding this compliance with any safety or accident prevention requirement, such bidder, on request of the Contracting Officer prior to any award under this solicitation, shall attend a conference with representatives of the Contracting Officer to discuss any such accidents or non-compliance, the reason for their occurrence, and measures which will be taken to preclude any recurrence thereof.

b. Information elicited at this conference will be used by the Contracting Officer, in conjunction with other information obtained in a preaward survey, in determining the bidder's responsibility.

c. The items discussed, the preventive measures considered, and any conclusions reached in this conference shall be recorded in minutes of the meeting, which shall be authenticated by the signatures of representatives of the bidder and the Contracting Officer, and any procedures noted therein as agreed upon shall become an obligation of the bidder, along with all other safety and accident prevention requirements of the contract, if award is made to him.

E4LC06 INSPECTION OF THE SITE

Prospective bidders are invited to visit the site of the work in order to acquaint themselves as to site conditions and other problems incident to the prosecution of the work. Arrangements for inspection of the site shall be made through the Office the Area Engineer identified in the clause 52.236-27, entitled "SITE VISIT (CONSTRUCTION)."

E4LC10 UNBALANCED OFFERS

Any offer which is materially unbalanced as to prices for the Base Items and the Optional Items may be rejected as non-responsive or otherwise not considered for award. An unbalanced offer is one which is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

E4LC12 REQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of performance under this contract, the following minimum insurance:

TYPE	AMOUNT
Workers Compensation	As required by State law
Employer's Liability	\$100,000 per person
General Liability	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle):	
Bodily injury or death	\$200,000 per person
	\$500,000 per occurrence
Property damage	\$20,000 per occurrence

Prior to commencement of work hereunder, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

E4LC15 LOCATION OF SITE ON A GOVERNMENT RESERVATION

The site of the work is on a government reservation and all rules and regulations issued by the Commanding Officer covering general safety, security, and sanitary requirements, etc., shall be observed by the contractor.

E4LC16 ACCIDENT PREVENTION PLAN

In accordance with the clause entitled "Accident Prevention," the contractor will not be allowed to commence work on the job site until an acceptable accident prevention plan has been submitted. The contractor will receive official notification of the acceptance of his accident prevention plan.

E4LC23 INCURRING COSTS

The Government is not liable for any costs incurred by the offeror submitting an offer in response to this solicitation.

E4LC29 AGENTS

Offers signed by an Agent must be made in the name of the Principal and must be accompanied by evidence of said Agent's authority to act on behalf of its Principal.

E4LC 30CONTRACTOR PERFORMANCE AND BANKING INFORMATION

1. Prior to awarding a contract, the Government must conduct a PRE-AWARD SURVEY of the firm selected for award. In order for us to minimize delays in conducting the survey and awarding the contract, you are requested to provide the following information with your offer:

- a. BANK: Branch/Location
 Point-of-Contact
 Telephone Number/Fax Number

Please contact the bank in advance so they will release the necessary information regarding average balances in your operating accounts, lines of credit, and credit history.

- b. 3 CURRENT PROJECTS OF SIMILAR SCOPE AND SIZE:

Project Title/Contract Number
 Customer
 Point-of-Contact
 Telephone Number/Fax Number
 \$ Value
 % Complete
 Scheduled Completion Date

- c. 3 COMPLETED PROJECTS OF SIMILAR SCOPE AND SIZE:

Same as CURRENT PROJECTS; however, in lieu of "% Complete" and "Scheduled Completion Date," provide "Completion Date."

- d. DO NOT PROVIDE VOLUMINOUS LISTINGS OF YOUR FIRM'S CONTRACTING HISTORY.

2. If you wish to shield this information from public view at the bid opening, the information may be placed in an envelope with the following legend:

PRE-AWARD SURVEY INFORMATION
 SOLICITATION NO. _____
 <YOUR FIRM'S NAME>

E4LC31

SOLICITATION ENVELOPES

Envelopes containing solicitation documents must be sealed and marked with the following information:

SOLICITATION NO.:

BRIEF DESCRIPTION:

CLOSING DATE AND TIME:

E4LC32 DEPARTMENT OF LABOR WAGE DECISION

Any contract awarded as a result of this solicitation will be subject to the U.S. Department of Labor Wage Decision(s) identified in Section J and attached hereto.

E4LC45 ORDERING

To clarify FAR Clause 52.216-18, ORDERING, the following shall apply:

A. Services for each delivery order may be requested either verbally or in writing. Letter requests for proposal will be issued by the Contracting Officer or his/her representative. Oral or telecommunication requests will be issued by the Contracting Officer or his/her representative. (See also "Emergency Issuance of Delivery Orders" in this contract section.) Any type of request for proposal shall not be interpreted as a Notice to Proceed with the work.

B. The Government request for proposal will delineate:

- (1) General Scope of Work;
- (2) Location of work;
- (3) Character and extent of services;
- (4) Technical requirements which supplement or complement those contained in Section C of this basic contract; and

(5) Time period(s) within which the work must be performed.

C. The contractor shall prepare an estimate of his time and costs to perform the work, and submit his proposal in writing to the Contracting Officer or his/her representative within ten (10) calendar days. Verbal proposals, when so requested and authorized, shall be directed only to the Contracting Officer. Itemized cost proposals shall strictly correspond to the units contained in Schedule B of this contract.

D. Each delivery order will be discussed by the Contractor and the Contracting Officer's representative, as necessary, to develop a mutual understanding of:

- (1) Type and scope of work to be accomplished, including accuracy criteria;
- (2) End product required by the Contracting Officer;
- (3) Commencement and completion dates required by the Contracting Officer;
- (4) Existing site conditions, survey control, and other available data; and

(5) A fair and reasonable estimated cost to perform the work.

E. Time periods within which required work must be accomplished will be defined in each delivery order placed against the basic contract. Each delivery order will contain the agreed to Scope of Work, type(s) of service(s) to be performed, specific deliverable items, and the negotiated fixed-price cost for performing the work.

F. Emergency Issuance of Delivery Orders: For certain restricted type of work requiring expedited and immediate field support, the Contracting Officer of his/her representative may telephonically convey the Scope of Work and negotiate time and cost. Only the Contracting Officer may then issue a verbal order to proceed with the work.

Issuance of verbal requests for proposals and orders to proceed are restricted to projects involving critical construction measurement, payment, or

acceptance survey support where delays in fielding such support would adversely impact construction progress, or survey support for emergency operations where delays in obtaining such support could be hazardous to life and property.

E4LC49

DESIGNATION OF AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR

The Contractor shall assign a number or employee who will act as Project Manager during the course of this contract or during the course of a delivery order. This official shall be responsible for affording liaison between the contract forces and the contracting office(s). This designation shall be in writing with a copy furnished to the Contracting Officer.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Chief, Contracting Office, 803 Front Street, Norfolk, VA 23510-1096.**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

(a) Definitions. As used in this provision--

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\20.00×40 divided by 45 = \$17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost

accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of clause)

52.247-6 FINANCIAL STATEMENT (APR 1984)

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

(End of provision)

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

E4LC09 BASIS OF AWARD

All blanks must be filled in by the bidder. A single award will be made to the lowest responsible, responsive bidder on the basis of the total price bid. Prior to making an award, a pre-award survey will be made and the low bidder will be required to show that he has the necessary capital, experience, and owns or can procure the necessary plant to commence the work at the time prescribed in the specifications and thereafter to prosecute and complete the work safely and satisfactorily within the time specified.

E4LC28 IDENTIFICATION OF CORRESPONDENCE

All correspondence and data submitted by the contractor under this contract shall reference the contract number.

E4LC45 ORDERING

To clarify FAR Clause 52.216-18, ORDERING, the following shall apply:

A. Services for each delivery order may be requested either verbally or in writing. Letter requests for proposal will be issued by the Contracting Officer or his/her representative. Oral or telecommunication requests will be issued by the Contracting Officer or his/her representative. (See also "Emergency Issuance of Delivery Orders" in this contract section.) Any type of request for proposal shall not be interpreted as a Notice to Proceed with the work.

B. The Government request for proposal will delineate:

- (1) General Scope of Work;
- (2) Location of work;
- (3) Character and extent of services;
- (4) Technical requirements which supplement or complement those contained in Section C of this basic contract; and
- (5) Time period(s) within which the work must be performed.

C. The contractor shall prepare an estimate of his time and costs to perform the work, and submit his proposal in writing to the Contracting Officer or his/her representative within ten (10) calendar days. Verbal proposals, when so requested and authorized, shall be directed only to the Contracting Officer. Itemized cost proposals shall strictly correspond to the units contained in Schedule B of this contract.

D. Each delivery order will be discussed by the Contractor and the Contracting Officer's representative, as necessary, to develop a mutual understanding of:

- (1) Type and scope of work to be accomplished, including accuracy criteria;
- (2) End product required by the Contracting Officer;
- (3) Commencement and completion dates required by the Contracting Officer;
- (4) Existing site conditions, survey control, and other available data; and
- (5) A fair and reasonable estimated cost to perform the work.

E. Time periods within which required work must be accomplished will be defined in each delivery order placed against the basic contract. Each delivery order will contain the agreed to Scope of Work, type(s) of service(s) to be performed, specific deliverable items, and the negotiated fixed-price cost for performing the work.

F. Emergency Issuance of Delivery Orders: For certain restricted type of work requiring expedited and immediate field support, the Contracting Officer of his/her representative may telephonically convey the Scope of Work and negotiate time and cost. Only the Contracting Officer may then issue a verbal order to proceed with the work.

Issuance of verbal requests for proposals and orders to proceed are restricted to projects involving critical construction measurement, payment, or acceptance survey support where delays in fielding such support would adversely impact construction progress, or survey support for emergency operations where delays in obtaining such support could be hazardous to life and property.

E4LC49

DESIGNATION OF AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR

The Contractor shall assign a number or employee who will act as Project Manager during the course of this contract or during the course of a delivery order. This official shall be responsible for affording liaison between the contract forces and the contracting office(s). This designation shall be in writing with a copy furnished to the Contracting Officer.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)